



**Brawley City Council and  
Successor Agency to  
Brawley Community Redevelopment Agency  
Agenda  
Regular Meeting  
Tuesday, September 18, 2012 @ 6:00 PM  
City Council Chambers  
383 Main Street  
Brawley, California 92227**

**George A. Nava**, Mayor  
**Sam Couchman**, Mayor Pro-Tempore  
**Miguel C. Miranda**, Council Member  
**Ryan E. Kelley**, Council Member  
**Don C. Campbell**, Council Member

**Alma Benavides**, City Clerk  
**Jim Hamilton**, City Treasurer  
**Dennis H. Morita**, City Attorney  
**Rosanna Bayon Moore** City Manager/  
Executive Director

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION** Pastor Bob Feist, First Christian Church

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

1. **PUBLIC APPEARANCES/COMMENTS** (Not to exceed 4 minutes) *this is the time for the public to address the Council **on any item not appearing on the agenda** that is within the subject matter jurisdiction of the City Council. The Mayor will recognize you and when you come to the microphone, please state your name for the record. You are not allowed to make personal attacks on individuals or make comments which are slanderous or which may invade an individual's personal privacy. Please **direct your questions and comments to the City Council.***

2. **SPECIAL PRESENTATIONS**

- a. Police Chief Mark Gillmore, Special Pinning Ceremony for Sergeant Jesse Rotner

3. **CONSENT AGENDA** Items are approved by one motion. Council Members or members of the public may request consent items be considered separately at a time determined by the Mayor.

- a. Approve City Council Minutes for: August 28, 2012 Special ***Pp 4-5***  
September 4, 2012 ***Pp 6-10***
- b. Approve Accounts Payable for: August 30, 2012 ***Pp11-19***  
September 6, 2012 ***Pg 20***
- c. Reject Claim as Recommended by Carl Warren & Company: Mike Dematidis ***Pp 21-22***
- d. Adopt Resolution Supporting Project Delivery Schedules & Timely Use of Transportation Enhancement (TE) Funds ***Pp 23-59***
- e. Authorize Agreement with Airport Engineering Consulting, Inc. for the Preparation of Plans, Specifications, Cost Estimates, Construction Management & Inspection Services in the Amount of \$467,180 for the Brawley Municipal Airport Hangar Area Asphalt Rehabilitation & Drainage Improvements & Authorize City Manager to Execute All Documentation in Relation to This Project. ***Pp 60-72***
- f. Award Bid to \_\_\_\_\_ for Project No. 2012-16A, Readvertisement of Emergency Operations Center & Police Department Painting & Flooring Remodel in the Amount of \_\_\_\_\_ & Authorize City Manager to Execute All Documentation in Relation to This Project. ***Pp 73-74***
- g. Consent to Common Use Agreement Between the City of Brawley & the California Department of Transportation Regarding the Schellenberger Lateral Drain & State Highway 111 ***Pp 75-80***
- h. Accept Grant from the Border Environment Cooperation Commission (BECC) & North American Development Bank (NADB) Under the Community Assistance Program (CAP) Program in the Amount of \$450,000 for the Rehabilitation of Sewer Lift Station No. 2 & Emergency Back-up Generator for Sewer Lift Station No. 1 & Commit a 10% Local Match ***Pp 81-85***

- i. Authorize Payment to the California Department of Transportation for Betterments to City Water & Sewer Improvements in the Vicinity of State Highway 111 Brawley By-Pass Phase II in the Amount of \$316,291.

***Pp 86-90***

**4. REGULAR BUSINESS**

- a. Approve Amendment No. 2 in the Amount of \$154,057 to Contract with Lee & Ro, Inc. for Additional Extended Services Associated with the Wastewater Treatment Plant Improvements ***Pp 91-102***
- b. Master Plan of Water Presentation by Curt Edwards, PE, Psomas

**5. INFORMATIONAL ITEM**

- c. Building Permits, August 2012 – Francisco Soto, Building Official

***Pp 103-104***

**6. COUNCIL MEMBER REPORTS**

**7. TREASURER’S REPORT**

**8. CITY MANAGER REPORT**

**9. CITY ATTORNEY’S REPORT**

**10. CLOSED SESSION**

- a. Conference with Legal Counsel – Anticipated Litigation, Significant Exposure to Litigation Pursuant to Subdivision 9(b) of Section 54956.9: (1 potential case)
- b. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9(a)): Jupiter Ventures vs. City of Brawley
- c. Conference with Labor Negotiator  
Agency Designated Representative: Rosanna Bayon Moore  
Employee Organization: Brawley Police Sergeants Association
- d. Public Employee Performance Evaluation:  
Title: City Manager (G.C. 54957)

**ADJOURNMENT** Next Regular Meeting, **October 2, 2012 @ 6:00 PM**, City Council Chambers, 383 Main Street, Brawley, California. Supporting Documents are available for public review in the Office of the City Clerk, 383 Main Street, Brawley, California 92227 - Monday through Friday during Regular Business Hours; Individuals who require special accommodations are requested to give 48 hours prior notice. Contact: Office of the City Clerk @ 760-351-3080 ***Janet P. Smith***, Deputy City Clerk

**CITY OF BRAWLEY**  
**August 28, 2012**

The City Council of the City of Brawley, California met in special Session at 5:00 PM, Council Chambers, 383 Main Street, Brawley, California, the date, time and place duly established for the holding of said meeting. The City Clerk attests to the posting of the agenda pursuant to G.C. §54954.2.

The meeting was called to order by **Mayor Nava @ 5:00 PM**

The invocation was offered by **Council Member Campbell**

The pledge of allegiance was led by **Council Member Kelley.**

**PRESENT:** Campbell, Couchman, Kelley, Miranda, Nava  
**ABSENT:** None

**APPROVAL OF AGENDA**

The agenda was **approved** as submitted. m/s/c Campbell/Miranda 5-0

**PUBLIC APPEARANCES/COMMENTS**

Eric Reyes, 699 North 7<sup>th</sup> Street, asked if the public could make comments during the discussion regarding declaration of a state of emergency? Answer: yes

Mayor Nava reported that he had spoken with Bianca Aviles, Aide from Assemblyman Manuel Perez office, and that they would render any assistance that they could with regards to the state of emergency. Also from the offices of Juan Vargas, U.S. Congressman, Diane Feinstein and Barbara Boxer, U.S. Senators.

The City Manager gave a report on the water breaks and other damages sustained within the City, estimated to date at \$100,000.00. Large employers identified with impacts are National Beef, Pioneers Memorial Hospital, Wal Mart and Vons. National Beef has been shut down for a couple of days, and will resume operations on Friday. We are still assessing local businesses for damages and will gather additional information for the Council. The Imperial County Board of Supervisors will convene tomorrow to address the earthquake damages within the County.

Eric Reyes inquired as to whom displaced residents should contact?

The Red Cross has established a temporary shelter at the Imperial Valley College. The Office of Emergency Services is providing transportation resources. An emergency line to the City has been established: 760-351-2686. The Police Department is dispatching calls 5:30 PM – 7:30 PM.

Bianca Aviles, Aide to Assemblyman Manuel Perez, stated that any way their office could assist, they are ready. She advised that Assemblyman Perez is working on emergency legislation.

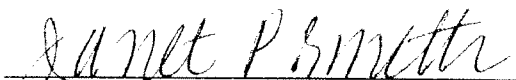
**Resolution No. 2012-34:** Resolution of the City Council of the City of Brawley, California, Proclaiming the Existence of a Local Emergency, was **approved, passed and adopted**. m/s/c Miranda/Campbell

AYES: Campbell, Couchman, Kelley, Miranda, Nava  
NAYES: None  
ABSTAIN: None  
ABSENT: None

**Resolution No. 2012-35:** Resolution of the City Council of the City of Brawley, California, Requesting the Governor to Proclaim a State of Emergency, was **approved, passed and adopted**. m/s/c Miranda/Campbell

AYES: Campbell, Couchman, Kelley, Miranda, Nava  
NAYES: None  
ABSTAIN: None  
ABSENT: None

**ADJOURNMENT:** The meeting was adjourned. Next regular meeting, Tuesday, September 4, 2012, 6:00 PM.

  
\_\_\_\_\_  
Janet P. Smith, Deputy City Clerk

**CITY OF BRAWLEY**  
**September 4, 2012**

The City Council of the City of Brawley, California met in regular session at 6:00 PM, Council Chambers, 383 Main Street, Brawley, California, the date, time and place duly established for the holding of said meeting. The City Clerk attests to the posting of the agenda pursuant to G.C. §54954.2.

The meeting was called to order by Mayor Nava @ 6:00 PM

**PRESENT:** Campbell, Couchman, Kelley, Miranda, Nava  
**ABSENT:** None

The invocation was offered by Pastor Mike Necuik, El Redentor Church.

The pledge of allegiance was led by Council Member Miranda.

**APPROVAL OF AGENDA**

The agenda was ***approved as submitted***. m/s/c Miranda/Kelley 5-0

1. **SPECIAL RECOGNITION**

Jay Kruger, Chairperson of the Brawley Public Safety Committee, presented a Certificate of Recognition to Sheila Riley in recognition for her heroic rescue of a motorist who entered the Central Main Canal.

The City Council presented Ms. Riley with a bouquet of flowers, thanking her for her efforts.

Anna Ortiz, from Assemblyman Manuel Perez's Office, presented Ms. Riley with a certificate of recognition.

Council Member Kelley suggested establishing a Medal of Citizenship program to recognize and track this type of activity in the future.

Mayor Nava acknowledged an award presented to the City of Brawley from the American Cancer Society for hosting the Relay for Life at Cattle Call Park.

2. **PUBLIC APPEARANCES/COMMENTS**

John Wellcome, 352 J Street, addressed the Council regarding a house on "J" Street, scheduled for demolition and to be replaced with a duplex. He reported that this house was built in 1908, was a valuable asset to the history of Brawley, and should be allowed to remain and designated as a historical site. He stated that the owner is unknown, and that he thinks the bank owns the property. There

are rumors that a construction company has bought the property and plans to build a duplex. He is asking that the property be re-designated R-1.

The City Manager advised that the property was designated as R-2. The assessor's office has advised that ownership has not changed, and that the city is not aware of any permits issued for the property.

**3. DEPARTMENTAL REPORTS**

- a. Library Summer Reading Statistics – Marjo Mello, Library Director
- b. Parks & Recreation Summer Programs & Participants – Richard Rubio, Interim Parks & Recreation Director
- c. Building Permits, July 2012 – Francisco Soto, Building Official
- d. Introduction of Gustavo Rodriguez, Asst. Chief Operator, Waste Water Treatment Plant (WWTP)
- e. Yazmin Arellano, Public Works Director, reported that the Emergency Operation Center (EOC) was re-advertised for bids on August 17, 2012, with a bid opening date of September 17, 2012.
- f. Monthly Staffing Report, September 1, 2012 – Shirley Bonillas, Personnel/Risk Management Administrator

**4. CONSENT AGENDA**

The consent agenda was ***approved*** as submitted. m/s/c Miranda/Campbell

**AYES:** Campbell, Couchman, Kelley, Miranda, Nava

**NAYES:** None

**ABSTAIN:** None

**ABSENT:** None

- a. **Approved** City Council Minutes for: July 31, 2012
- b. **Approved** Accounts Payable for:
  - July 26, 2012
  - August 2, 2012
  - August 9, 2012
  - August 16, 2012
  - August 23, 2012

- c. **Resolution No. 2012-36:** Resolution of the City Council of the City of Brawley, California, Authorizing an Application for Funds for the State-Local Partnership Program Under the Proposition 1B Highway Safety, Traffic Reduction, Air Quality & Port Security Bond Act of 2006, was **approved, passed and adopted**. m/s/c Miranda/Campbell

AYES: Campbell, Couchman, Kelley, Miranda, Nava  
NAYES: None  
ABSTAIN: None  
ABSENT: None

- d. **Approved** Amendment No. 2 to Professional Services Contract with Psomas in the amount of \$61,000.00 for the development of the Integrated Water & Wastewater Master Plan.
- e. **Approved** Airport Engineering Consulting Inc. for the preparation of plans and specifications, construction management and inspection services, Brawley Municipal Airport Hangar Area Asphalt Rehab & Drainage Improvements Project

5. **REGULAR BUSINESS**

- a. Update on Status of Impacts Associated with August 2012 Swarm of Earthquakes

Staff report – Rosanna Bayon Moore, City Manager

Water breaks estimated at \$30,000.00 (mostly old cast iron pipelines)

Discovered post earthquake leak in the Mansfield Pipeline(at Willard Avenue & Julia Drive). Plan to construct a by-pass to supply water to our reservoirs, while the Imperial Irrigation District repairs the leak, which will require closure of Julia Drive and Willard Avenue, and water conservation, Wednesday, September 5<sup>th</sup> thru Friday, September 7<sup>th</sup>. Notices have been sent to affected parties. Measures have been taken to allow continued access to the Florentine development and two (2) homes at the corner of Julia and Willard.

There were some areas affected within our structures at the Water Treatment Plant and Wastewater Treatment Plant.

Fire Department: Economic injury surveys, resident escort. (\$1,300.00)

Police Department: August 26-August 28, 2012; 750 calls, 323 responses; 43 medical emergencies; 4 ambulance calls. No criminal arrests.

Building Department: 30 inspections; 18 structures damaged; 3 red tagged structures, 12 with superficial damage.



Library: Cosmetic damage.

Local Assistance Center established at the Teen Center, 225 A Street, including an array of participating agencies. 100 visitors. \$1.2 mil in county funds will be available to assist homeowners in the City of Brawley; staff is inquiring of HCD HOME Program regarding recent \$500,000 grant for use.

Our next steps are data collection and to refine costs incurred. The SBA and Cal EMA will be visiting this week.

The Council commended staff for an exemplary job during and after the earthquakes, and for keeping each of them informed.

Council Member Couchman asked that staff review remedies that will keep mobile homes stable during earthquakes.

- b. **Authorized emergency expenses** associated with the August 2012 swarm of earthquakes to Rain for Rent for a temporary by-pass system for the Mansfield underground canal in the amount of \$34,000.00. m/s/c Nava/Kelley 5-0
- c. **Approved** Amendment No. 1 to Professional Services Contract with Lee & Ro, Inc. in the amount of \$52,370.00 for additional work associated with development of an Industrial Waste Pretreatment Program. m/s/c Campbell/Couchman 5-0

6. **COUNCIL MEMBER REPORTS**

**Miranda:** Commend Brawley for coming together as a community during the earthquake swarms.

**Kelley:** Thank God for the safety all the responders during earthquakes. The Community Emergency Response Team was effective at this time. The City needs to support a like program, which positions us to help one another during times like these.

**Campbell:** Thank you again City staff. Will attend Southern California Association of Governments (SCAG) meeting on Thursday which will be held in conjunction with the League of California Cities Annual Conference.

**Couchman:** Visited the Emergency Operation Center and Pioneers Memorial Hospital. Thankful that the hardest quakes did not happen mid week when our residents were at work. Will be attending the League of California Cities Annual Conference in San Diego this week.

**Nava:** Very proud of our City staff, which shined in a time of adversity; and also to know that the city is doing what it's supposed to be doing, "everyone working together." Also my compliments to the Noriega Mobile Home residents who came together in a time of need. They were very pleased with the City's assistance.

7. **TREASURER'S REPORT** None

8. **CITY MANAGER**

Public meeting, Thursday, September 6, 2012, 9:00 AM, Public Works Conference room regarding the removal of palm trees, west Main Street, and the type of replacement of trees/shrubs.

9. **CITY ATTORNEY'S REPORT**

1661 A Street: Currently working on ownership of stated property, and should receive title reports shortly. Upon receipt of ownership, pleadings will be served on principals.

10. **ADJOURNED TO CLOSED SESSION** 7:10 PM

- a. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9(a)): Jupiter Ventures vs. City of Brawley

**REPORT OF ACTION FROM CLOSED SESSION** - Nothing to Report

**ADJOURNMENT** Adjourned to Tuesday, September 18, 2012, 6:00 PM, City Council Chambers, 383 Main Street, Brawley, California.

  
Janet P. Smith, Deputy City Clerk

## Check Register Report

Date: 08/30/2012

Time: 1:29 PM

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City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
20516	08/30/2012	Printed	A105	A T S LABS, INC.	TDS Testing July	560.00
20517	08/30/2012	Printed	A368	AFLAC INC.	Flex One Service Aug 2012	55.00
20518	08/30/2012	Printed	P120	AIRGAS-WEST, INC.	Acetylene Tank Rental	60.88
20519	08/30/2012	Printed	A147	CARLOS ALCANTAR	Softball Umpire 8/20-8/21	38.00
20520	08/30/2012	Printed	A126	ALSCO AMERICAN LINEN DIV.	Cleaning Services	151.74
20521	08/30/2012	Printed	A001	YAZMIN ARELLANO	Reimb Lunch Meeting/EPA Audit	81.01
20522	08/30/2012	Printed	A784	AT&T	Teen Center Phone Service	82.05
20523	08/30/2012	Printed	B240	LYDIA BELL	Refund Sr. Center Rental	112.50
20524	08/30/2012	Printed	B747	BRENNTAG PACIFIC INC.	Calcium Hypochloric	17,616.27
20525	08/30/2012	Printed	B550	KELLY BROWN	Travel Adv Leadership Training	461.22
20526	08/30/2012	Printed	C312	CA PUBLIC EMP. RETIREMENT SYST	Sept. 2012 Health Insurance	75,419.32
20527	08/30/2012	Printed	C803	CAL-TEST	Drug Prevention Fee Aug. 2012	39.95
20528	08/30/2012	Printed	C101	CALIFORNIA JPIA	Reimb 4850 Overpym/R Gutierrez	971.73
20529	08/30/2012	Printed	C504	CITY OF EL CENTRO	2012-2013 IVRMA Membership	17,172.17
20530	08/30/2012	Printed	C005	COSTCO WHOLESALE #121	Hot Dogs, Buns, Punch, Foil	136.36
20531	08/30/2012	Printed	C879	COUNTY OF IMPERIAL	Reverse 911 Cost Sharing Plan	4,500.00
20532	08/30/2012	Printed	C371	ADRIANA COVARRUBIAS	Refund Lions Ctr Rental	50.00
20533	08/30/2012	Printed	C347	MARIA CRISTOBAL	Softball Scorekeeper 8/20-8/21	40.00
20534	08/30/2012	Printed	D155	DASH MEDICAL GLOVES, INC	Medical Gloves	64.54
20535	08/30/2012	Printed	D103	DELTA DENTAL	Dental Insurance Sept. 2012	18,557.57
20536	08/30/2012	Printed	D478	DEPARTMENT OF JUSTICE	Fingerprint Applications	123.00
20537	08/30/2012	Printed	D997	DEPARTMENT OF PUBLIC HEALTH	Grade WT4 Cert Fee/F Rodriguez	130.00
20538	08/30/2012	Printed	D516	DEPARTMENT OF TRANSPORTATIO	Elec. Maint. St. Hwy/Apr-June	12,902.22
20539	08/30/2012	Printed	D178	DIRECTV	Acct#041023715 7/26-8/25	102.89
20540	08/30/2012	Printed	D898	DUFLOCK & ASSOCIATES	Refund Depost 1156 B Street	191.74
20541	08/30/2012	Printed	T150	ECLIPSE GROUP, LLP	Attorney Services/Springhouse	13,986.76
20542	08/30/2012	Printed	E147	ELECTRIC MOTOR SPECIALISTS, IN	Rewind 200 HP Motor WTP	6,300.00
20543	08/30/2012	Printed	E145	ELMS EQUIPMENT	Air Filters	204.17
20544	08/30/2012	Printed	E171	EMERGENCY MEDICAL PRODUCTS,	Medical Supplies	117.17
20545	08/30/2012	Printed	F358	THE FAIR STORE	Safety Boots/Mark Limon	150.00
20546	08/30/2012	Printed	G334	RUBEN A GARCIA JR	Refund Dep/OvPymt 445 NIMP	198.98
20547	08/30/2012	Printed	H102	DAVID HOLETZ	Refund Deposit 1086 Pater St	161.09
20548	08/30/2012	Printed	I004	IMPERIAL CO TRANSPORTATION	IVAG Shared Costs 1st Qtr	4,682.39
20549	08/30/2012	Printed	I220	IMPERIAL COUNTY AIR POLLUTI	Violation Fee/Generator Permit	250.00
20550	08/30/2012	Void			Void Check	0.00
20551	08/30/2012	Printed	I301	IMPERIAL HARDWARE CO., INC.	Riser Adapter, Gatorade	528.67
20552	08/30/2012	Printed	J152	J & M TOWING, LLC	Refund Over/Pymt 1624 Main	3,035.54
20553	08/30/2012	Printed	L920	LABRUCHERIE IRRIGATION SUPP	Dripper Outlet, Caps	14.24
20554	08/30/2012	Printed	L763	LINSCOTT, LAW & GREENSPAN	Downtown Specific Plan July	4,457.16
20555	08/30/2012	Printed	M004	MCNEECE BROS OIL COMPANY	Fuel #175 ROW Cleanup	102.89
20556	08/30/2012	Printed	M780	SONIA MERCADO	Softball Scorekeeper 7/21-8/20	170.00
20557	08/30/2012	Printed	O880	OFFICE DEPOT, INC.	USB Flash Drive	1,974.69
20558	08/30/2012	Printed	O125	OFFICE SUPPLY CO.	Binders, Expandable File	58.40
20559	08/30/2012	Printed	P304	VICTOR PADILLA	Softball Umpire 8/20	44.00
20560	08/30/2012	Printed	P743	MARTHA ANGELICA PANTOJA	Refund Over Payment 195 B St	105.47
20561	08/30/2012	Printed	P236	ERIKA B. PARGA	Refund Over Payment 830 PANN	28.74
20562	08/30/2012	Printed	P370	PIONEERS MEMORIAL HOSPITAL	Pre-Employment Physical	265.00
20563	08/30/2012	Printed	P780	PRINCE & ASSOCIATES	Refund Over Payment 1107 MESC	219.25
20564	08/30/2012	Printed	P903	PRINCIPAL FINANCIAL GROUP	Life Insurance Sept. 2012	3,786.47
20565	08/30/2012	Printed	P558	PRO RECORD STORAGE, INC.	Documents Storage	93.60
20566	08/30/2012	Printed	P104	PUBLIC EMPLOYEES RETIREMENT	8/7-8/20/2012 PERS	37,262.17

# Check Register Report

City of Brawley

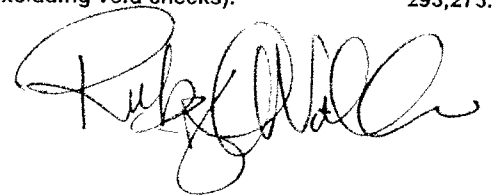
Date: 08/30/2012  
Time: 1:29 PM  
Page: 2

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
20567	08/30/2012	Printed	R462	REDDY ICE, CORPORATION	Ice	388.66
20568	08/30/2012	Printed	R188	PAT RODRIGUEZ	Refund Deposlt 128 S 8th	201.71
20569	08/30/2012	Printed	S574	SHARP ELECTRONICS CORPORATI	Copier Maint. June F.D.	135.58
20570	08/30/2012	Printed	S608	DAN SIROTA	Refund Over Payment 836 SANT	109.59
20571	08/30/2012	Printed	S495	SOUTHERN CALIFORNIA GAS CO.	015 325 6300 2 7/10-8/8	15.18
20572	08/30/2012	Printed	S391	SPECTER	Annual Renewal ESP Support	395.00
20573	08/30/2012	Printed	S689	STAPLES ADVANTAGE	Desk Calendars, Pens	339.99
20574	08/30/2012	Printed	S288	ALMA STIFF	Refund Deposit 1512 River Dr	176.68
20575	08/30/2012	Printed	T233	THATCHER CO. OF CALIFORNIA, IN	Ferric Sulfate	5,285.58
20576	08/30/2012	Printed	T623	GARRETT THILL	Refund Deposit 930 SANT	133.28
20577	08/30/2012	Printed	T436	TROPICAL DELIGHTS	Lunch - EOC Center 8/27	44.10
20578	08/30/2012	Printed	U901	UNITED STATES POSTAL SERVIC	City Hall Postage Refill	3,005.10
20579	08/30/2012	Printed	U311	URBAN FUTURES INC.	RDA Implementation July 2012	1,012.50
20580	08/30/2012	Printed	U602	USA BLUEBOOK, INC	Pulsatron Series E Plus Pumps	2,209.94
20581	08/30/2012	Printed	V916	MELBA VALDEVIESO	Refund Deposit 1079 Jennifer	102.68
20582	08/30/2012	Printed	V956	RUDY VALLARTA	Softball Umpire 8/21	44.00
20583	08/30/2012	Printed	W833	WATER TECH	Sprinkler	145.71
20584	08/30/2012	Printed	W922	HARRY MICHAEL WEISSMAN	Refund Over Payment 1110 B St	33.56
20585	08/30/2012	Printed	W747	WQI	Grade IV Review Class WWTP	1,200.00
20586	08/30/2012	Printed	X100	XEROX CORPORATION	Copier Usage 5/30-6/30 WWTP	108.07
20587	08/30/2012	Printed	Z010	STEPHANIE ZAMORA	Reimb Tuition/Female Enforcers	129.00
20588	08/30/2012	Printed	Z032	ZOLL MEDICAL CORPORATION	Electrode Pads	190.72

73

Checks Total (excluding void checks):

293,273.64



## INVOICE APPROVAL LIST BY FUND

Date: 08/30/2012

Time: 1:53pm

Page: 1

City of Brawley

Fund	GL Number	Vendor Name	Check	Invoice	Due	
Department	Abbrev	Invoice Description	Number	Number	Date	Amount
Account						
Fund: General Fund						
Dept: General Revenues						
101-110.000-410.910	Utility us	RUBEN A GARCIA JR	20546		08/21/2012	1.30
		Refund Dep/OvPymt 445 NIMP				
101-110.000-410.910	Utility us	J & M TOWING, LLC	20552		08/27/2012	116.75
		Refund Over/Pymt 1624 Main				
101-110.000-410.910	Utility us	DAN SIROTA	20570		08/27/2012	1.63
		Refund Over Payment 836 SANT				
101-110.000-410.910	Utility us	HARRY MICHAEL WEISSMAN	20584		08/21/2012	1.28
		Refund Over Payment 1110 B St				
Total General Revenues						120.96
Dept: City Clerk						
101-112.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT	20566		08/30/2012	962.76
		8/7-8/20/2012 PERS				
Total City Clerk						962.76
Dept: City Manager						
101-131.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT	20566		08/30/2012	1,115.48
		8/7-8/20/2012 PERS				
Total City Manager						1,115.48
Dept: Finance						
101-151.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT	20566		08/30/2012	2,383.45
		8/7-8/20/2012 PERS				
101-151.000-720.100	Office sup	OFFICE SUPPLY CO.	20558		08/24/2012	58.40
		Binders, Expandable File		455484-C		
101-151.000-720.100	Office sup	STAPLES ADVANTAGE	20573		08/18/2012	61.01
		Binders, Hole Puncher		3130265078		
101-151.000-750.210	Postage	UNITED STATES POSTAL SERVIC	20579		08/27/2012	58.70
		City Hall Postage Refill				
Total Finance						2,161.56
Dept: Utility Billing						
101-152.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT	20566		08/30/2012	1,104.84
		8/7-8/20/2012 PERS				
101-152.000-750.210	Postage	UNITED STATES POSTAL SERVIC	20578		08/27/2012	2,914.85
		City Hall Postage Refill				
Total Utility Billing						4,019.69
Dept: Personnel						
101-153.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT	20566		08/30/2012	531.97
		8/7-8/20/2012 PERS				
101-153.000-730.200	Technical	CAL-TEST	20527		08/07/2012	39.95
		Drug Prevention Fee Aug. 2012		2012-05115		
101-153.000-730.200	Technical	DEPARTMENT OF JUSTICE	20536		08/06/2012	123.00
		Fingerprint Applications		322863		
101-153.000-730.200	Technical	PRO RECORD STORAGE, INC.	20565		08/01/2012	60.00
		Documents Storage		0011138		
101-153.000-730.200	Technical	PIONEERS MEMORIAL HOSPITAL	20562		08/06/2012	265.00
		Pre-Employment Physical		101286209		
101-153.000-730.300	Technical	AFLAC INC.	20517		08/15/2012	55.00
		Flex One Service Aug 2012		452328ER		
101-153.000-740.400	Rent	PRO RECORD STORAGE, INC.	20565		08/01/2012	33.60
		Documents Storage		0011138		
101-153.000-750.210	Postage	UNITED STATES POSTAL SERVIC	20578		08/27/2012	9.00
		City Hall Postage Refill				
Total Personnel						1,177.52
Dept: City Attorney						
101-161.000-730.100	Profession	ECLIPSE GROUP, LLP	20541		08/06/2012	3,897.08
		Attorney Services/Jupiter		35466		
101-161.000-730.100	Profession	ECLIPSE GROUP, LLP	20541		08/06/2012	5,076.00
		Attorney Services/La Paloma		35468		
101-161.000-730.100	Profession	ECLIPSE GROUP, LLP	20541		08/06/2012	13.68
		Attorney Services/Springhouse		35469		
Total City Attorney						13,986.76
Dept: Planning						
101-171.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT	20566		08/30/2012	1,010.67
		8/7-8/20/2012 PERS				

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			Abbrev	Invoice Description	Number	Number	Date	
Fund: General Fund								
Dept: Planning								
		101-171.000-730.100	Profession	LINGCOTT, LAW & GREENSPAN	20554		08/13/2012	4,457.16
				Downtown Specific Plan July		30113-00103		
		101-171.000-750.210	Postage	UNITED STATES POSTAL SERVIC	20578		08/27/2012	15.75
				City Hall Postage Refill				
Total Planning								5,483.58
Dept: Information Technology								
		101-181.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT	20566		08/30/2012	676.00
				8/7-8/20/2012 PERS				
Total Information Technology								676.00
Dept: Non-departmental								
		101-191.000-721.110	Food and g	TROPICAL DELIGHTS	20577		08/27/2012	44.10
				Lunch - EOC Center 8/27		7312-2		
		101-191.000-730.200	Technical	COUNTY OF IMPERIAL	20531		08/01/2012	4,500.00
				Reverse 911 Cost Sharing Plan		001		
		101-191.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV.	20520		08/24/2012	19.05
				Cleaning Services		LYUM640859		
Total Non-departmental								4,562.15
Dept: Police Protection								
		101-211.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT	20566		08/30/2012	4,228.25
				8/7-8/20/2012 PERS				
		101-211.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT	20566		08/30/2012	35,023.03
				8/7-8/20/2012 PERS				
		101-211.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV.	20520		08/24/2012	101.19
				Cleaning Services		LYUM640858		
		101-211.000-750.510	Training/P	KELLY BROWN	20533		08/29/2012	461.22
				Travel Adv Leadership Training				
		101-211.000-750.510	Training/P	STEPHANIE ZAMORA	20567		08/27/2012	129.00
				Reimb Tuition/Female Engineers				
Total Police Protection								39,942.69
Dept: Fire Department								
		101-221.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT	20566		08/30/2012	13,684.75
				8/7-8/20/2012 PERS				
		101-221.000-721.200	Other oper	EMERGENCY MEDICAL PRODUCTS, IN	20544		08/03/2012	117.17
				Medical Supplies		1885174		
		101-221.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC.	20551		08/14/2012	17.24
				Window Film		280519/2		
		101-221.000-721.200	Other oper	ZOLL MEDICAL CORPORATION	20588		08/02/2012	190.72
				Electrode Pads		1925685		
		101-221.000-725.300	Natural ga	SOUTHERN CALIFORNIA GAS CO.	20571		08/10/2012	15.18
				915 525 6300 2 7/10-8/8				
		101-221.000-730.200	Technical	SHARP ELECTRONICS CORPORATI	20569		08/01/2012	135.58
				Copier Maint. June F.D.		98883134		
		101-221.000-740.400	Rent	AIRGAS-WEST, INC.	20518		08/31/2012	30.23
				Oxygen Medical Tank Rental		9903585278		
		101-221.000-740.400	Rent	AIRGAS-WEST, INC.	20518		08/01/2012	30.65
				Acetylene Tank Rental		9903578797		
		101-221.000-750.650	Taxes, Fee	IMPERIAL COUNTY AIR POLLUTI	20549		08/01/2012	250.00
				Violation Fee/Generator Permit		5376		
Total Fire Department								14,471.52
Dept: Fire Station #2								
		101-221.100-721.200	Other oper	DASH MEDICAL GLOVES, INC	20534		08/06/2012	64.54
				Medical Gloves		INV749775		
		101-221.100-721.200	Other oper	IMPERIAL HARDWARE CO., INC.	20551		08/17/2012	1.69
				Duplicate Key		280897/2		
		101-221.100-740.400	Rent	XEROX CORPORATION	20586		08/04/2012	82.58
				Copier Usage 3/30-6/30 F.D.		063268935		
		101-221.100-750.200	Communicat	DIRECTV	20539		08/01/2012	102.89
				Acct#041023715 7/26-8/25		18330876433		
Total Fire Station #2								251.70
Dept: Building Inspection								
		101-231.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT	20566		08/30/2012	1,753.39
				8/7-8/20/2012 PERS				
		101-231.000-750.210	Postage	UNITED STATES POSTAL SERVIC	20578		08/27/2012	1.05
				City Hall Postage Refill				

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			Abbrev	Invoice Description	Number	Number	Date	
Fund: General Fund								
Dept: Building Inspection								
Total Building Inspection								1,754.64
Dept: Animal Control								
101-241.000-710.300			P E R S	PUBLIC EMPLOYEES RETIREMENT 8/7-8/30/2012 PERS	20566		08/30/2012	295.36
Total Animal Control								295.36
Dept: Engineering								
101-311.000-710.500			P E R S	PUBLIC EMPLOYEES RETIREMENT 8/7-8/30/2012 PERS	20566		08/30/2012	3,493.49
101-311.500-720.100			Office sup	OFFICE DEPOT, INC. Copy Paper, Pencils, Pencil Pencil Roller	20557	621438630001	08/20/2012	132.77
101-311.500-721.200			Other oper	OFFICE DEPOT, INC. Pencil Roller	20557	621135825001	08/16/2012	14.54
101-311.600-721.200			Other oper	OFFICE DEPOT, INC. USB Flash Drive	20557	621439563001	08/20/2012	17.19
101-311.600-721.500			Small tool	OFFICE DEPOT, INC. Paper Folder Machine	20557	621135726001	08/16/2012	1,810.19
101-311.600-750.210			Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	20578		08/27/2012	5.75
101-311.600-750.400			Travel	YACMIN ARELLANO Reimb Lunch Meeting/EPA Audit	20521		08/22/2012	81.01
Total Engineering								5,554.94
Dept: Community Development								
101-411.000-710.300			P E R S	PUBLIC EMPLOYEES RETIREMENT 8/7-8/30/2012 PERS	20566		08/30/2012	630.85
101-411.600-720.100			Office sup	STAPLES ADVANTAGE Toner	20573	3180265076	08/13/2012	131.61
Total Community Development								811.85
Dept: Parks								
101-511.000-710.300			P E R S	PUBLIC EMPLOYEES RETIREMENT 8/7-8/30/2012 PERS	20566		08/30/2012	2,858.86
101-511.000-720.300			Chemicals	IMPERIAL HARDWARE CO., INC. Chlorine Tablets	20551	380598/2	08/15/2012	79.39
101-511.000-720.600			Plumbing s	LABRUCHSRIE IRRIGATION SUPP Dripper Outlet, Caps	20553	58473C	08/22/2012	14.24
101-511.000-720.600			Plumbing s	WATER TECH Valve Adapters/Cattle Call	20583	199782	08/15/2012	52.18
101-511.000-720.600			Plumbing s	WATER TECH Diaphragm Assembly/Cattle Call	20583	85454	08/15/2012	70.51
101-511.000-720.600			Plumbing s	WATER TECH Sprinkler	20583	199086	08/23/2012	23.02
101-511.000-720.600			Plumbing s	IMPERIAL HARDWARE CO., INC. Riser Adapter, Gatorade	20551	290896/2	08/17/2012	5.06
101-511.000-721.200			Other oper	ELMS EQUIPMENT Air Filter	20543	1054408-0001	08/20/2012	14.07
101-511.000-721.200			Other oper	ELMS EQUIPMENT Gloves	20543	1054452-0001	08/17/2012	28.22
101-511.000-721.200			Other oper	ELMS EQUIPMENT Air Filters	20543	1054474-0001	08/16/2012	161.88
101-511.000-721.200			Other oper	IMPERIAL HARDWARE CO., INC. Chain, Bolt, Nuts, Blades	20551	281533/2	08/23/2012	54.80
101-511.000-721.200			Other oper	IMPERIAL HARDWARE CO., INC. Drywall Screws	20551	281642/2	08/24/2012	4.35
101-511.000-721.200			Other oper	IMPERIAL HARDWARE CO., INC. Key, Gloves	20551	281386/2	08/22/2012	17.36
101-511.000-721.200			Other oper	IMPERIAL HARDWARE CO., INC. Valve Box	20551	281448/2	08/22/2012	6.04
101-511.000-721.200			Other oper	IMPERIAL HARDWARE CO., INC. Trash Bags	20551	280751/2	08/16/2012	10.96
101-511.000-721.200			Other oper	IMPERIAL HARDWARE CO., INC. Riser Adapter, Gatorade	20551	280896/2	08/17/2012	7.53
101-511.000-721.900			Small tool	IMPERIAL HARDWARE CO., INC. Trash Cans	20551	281562/2	08/23/2012	22.72
101-511.000-721.900			Small tool	IMPERIAL HARDWARE CO., INC. Slip Joint Pliers	20551	280865/2	08/17/2012	9.07
Total Parks								3,440.06

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Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account		Abbrev	Invoice Description	Number	Number	Date	
Fund: General Fund							
Dept: Recreation & Lions Center							
101-521.000-470.110	Rents and		ADRIANA COVARRUBIAS	20532		06/16/2012	50.00
			Refund Lions Ctr Rental		013754		
101-521.000-710.300	P E R S		PUBLIC EMPLOYEES RETIREMENT	20566		08/30/2012	1,166.55
			8/7-8/20/2012 PERS				
101-521.000-720.100	Office sup		STAPLES ADVANTAGE	20573		08/18/2012	97.57
			Desk Calendars, Pens		3180265077		
101-521.050-720.300	Chemicals		IMPERIAL HARDWARE CO., INC.	20551		08/16/2012	21.53
			Liquid Acid		280759/2		
101-521.000-720.300	Chemicals		BRENNTAG PACIFIC INC.	20524		08/01/2012	1,516.84
			Calcium Hypochloric		BPI1219838		
101-521.000-720.300	Chemicals		BRENNTAG PACIFIC INC.	20524		08/01/2012	2,041.14
			Calcium Hypochloric		BPI220397		
101-521.000-720.300	Janitorial		IMPERIAL HARDWARE CO., INC.	20551		08/10/2012	143.38
			Bleach, Chlorine Tabs, Battery		280085/2		
101-521.000-721.200	Other oper		COSTCO WHOLESALE #121	20530		08/24/2012	136.36
			Hot Dogs, Buns, Punch, Foil		012533		
101-521.000-721.200	Other oper		IMPERIAL HARDWARE CO., INC.	20551		08/10/2012	50.54
			Bleach, Chlorine Tabs, Battery		280085/2		
101-521.000-721.200	Other oper		REDDY ICE, CORPORATION	20567		08/01/2012	43.96
			Ice		274808		
101-521.000-721.200	Other oper		REDDY ICE, CORPORATION	20567		08/01/2012	4.26
			Ice		2499609		
101-521.000-721.200	Other oper		REDDY ICE, CORPORATION	20567		08/20/2012	38.83
			Ice		2575212		
101-521.000-721.200	Other oper		REDDY ICE, CORPORATION	20567		08/21/2012	301.01
			Ice		2576401		
101-521.000-740.200	Cleaning s		ALSCO AMERICAN LINEN DIV.	20520		08/27/2012	32.50
			Cleaning Services		LYUM638992		
101-521.000-750.200	Communicat		AT&T	20522		08/06/2012	82.05
			Teen Center Phone Service				
Total Recreation & Lions Center							5,727.52
Dept: Recreation Leagues							
101-521.100-730.200	Technical		MARIA CRISTOBAL	20533		08/22/2012	40.00
			Softball Scorekeeper 8/20-8/21				
101-521.100-730.200	Technical		SONIA MERCADO	20556		08/22/2012	170.00
			Softball Scorekeeper 7/21-8/20				
101-521.100-730.200	Technical		VICTOR PADILLA	20559		08/22/2012	44.00
			Softball Umpire 8/20				
101-521.100-730.200	Technical		CARLOS ALCANTAR	20519		08/22/2012	88.00
			Softball Umpire 8/20-8/21				
101-521.100-730.200	Technical		RUDY VELLARYA	20582		08/22/2012	44.00
			Softball Umpire 8/21				
Total Recreation Leagues							386.00
Dept: Senior Citizens Center							
101-522.000-470.110	Rents and		LYDIA BELL	20523		08/06/2012	112.50
			Refund Sr. Center Rental		013728		
101-522.000-721.200	Other oper		IMPERIAL HARDWARE CO., INC.	20551		08/08/2012	67.28
			Tower Fan, Storage Box		279810/2		
Total Senior Citizens Center							179.78
Dept: Library							
101-551.000-710.300	P E R S		PUBLIC EMPLOYEES RETIREMENT	20566		08/30/2012	1,863.56
			8/7-8/20/2012 PERS				
Total Library							1,863.56
Dept: Library Grant - LAMBS							
101-551.100-710.300	P E R S		PUBLIC EMPLOYEES RETIREMENT	20566		08/30/2012	864.86
			8/7-8/20/2012 PERS				
Total Library Grant - LAMBS							864.86
Fund Total							110,210.95
Fund: Gas Tax							
Dept: Street Maintenance & Improve.							
211-512.000-710.300	P E R S		PUBLIC EMPLOYEES RETIREMENT	20566		08/30/2012	1,710.41
			8/7-8/20/2012 PERS				



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-----										
Fund: Gas Tax										
Dept: Street Maintenance & Improve.										
		211-312.000-725.400	Fuel		MCNEESCE BROS OIL COMPANY		20555		08/20/2012	102.89
					Fuel #175 ROW Cleanup			162039		
		211-312.000-730.200	Technical		IMPERIAL CO TRANSPORTATION		20548		08/01/2012	4,682.39
					IVAG Shared Costs 1st Qtr			001		
		211-312.000-740.100	Repair & m		DEPARTMENT OF TRANSPORTATIO		20538		08/13/2012	12,902.22
					Elec. Maint. St. Hwy/Apr-June			SL121015		
					Total Street Maintenance & Improve.					19,397.91
					Fund Total					19,397.91
-----										
Fund: Measure D - Sales Tax										
Dept: Street Maintenance & Improve.										
		213-312.800-710.300	P E R S		PUBLIC EMPLOYEES RETIREMENT		20566		08/30/2012	304.96
					3/7-8/20/2012 PERS					
					Total Street Maintenance & Improve.					304.96
					Fund Total					304.96
-----										
Fund: CFD 36-1 Malan Park										
Dept: Comm Fac Dist										
		246-195.000-710.300	P E R S		PUBLIC EMPLOYEES RETIREMENT		20566		08/30/2012	64.89
					3/7-8/20/2012 PERS					
					Total Comm Fac Dist					64.89
					Fund Total					64.89
-----										
Fund: Successor Agency to the OCRA										
Dept: CRA Project Area No. 1										
		401-611.000-730.200	Technical		URBAN FUTURES INC.		20579		08/08/2012	1,012.50
					RDA Implementation July 2012			0812-005		
					Total CRA Project Area No. 1					1,012.50
					Fund Total					1,012.50
-----										
Fund: Water										
Dept:										
		501-000.000-205.200	Water depo		DUFLOCK & ASSOCIATES		20540		08/22/2012	191.74
					Refund Deposit 1156 B Street					
		501-000.000-205.200	Water depo		RUBEN A GARCIA JR		20546		08/21/2012	158.92
					Refund Dep/OvPymt 445 NIMP					
		501-000.000-205.200	Water depo		DAVID HOLETZ		20547		08/22/2012	161.09
					Refund Deposit 1036 Pater St					
		501-000.000-205.200	Water depo		PRINCE & ASSOCIATES		20563		08/21/2012	191.74
					Refund Deposit 681 Russell Rd					
		501-000.000-205.200	Water depo		PAT RODRIGUEZ		20568		08/27/2012	131.48
					Refund Deposit 996 G St					
		501-000.000-205.200	Water depo		PAT RODRIGUEZ		20568		08/22/2012	70.23
					Refund Deposit 123 S 9th					
		501-000.000-205.200	Water depo		ALMA STIFF		20574		08/27/2012	175.68
					Refund Deposit 1512 River Dr					
		501-000.000-205.200	Water depo		GARRETT THILL		20576		08/21/2012	133.28
					Refund Deposit 930 SANT					
		501-000.000-205.200	Water depo		MELBA VALDEVIESO		20581		08/22/2012	102.68
					Refund Deposit 1079 Jennifer					
					Total					1,317.84
Dept: Water Treatment										
		501-321.000-440.710	Water sale		RUBEN A GARCIA JR		20546		08/21/2012	6.46
					Refund Dep/OvPymt 445 NIMP					
		501-321.000-440.710	Water sale		J & M TOWING, LLC		20552		08/27/2012	2,014.98
					Refund Over/Pymt 1624 Main					
		501-321.000-440.710	Water sale		ERIKA B. PARGA		20561		08/21/2012	28.74
					Refund Over Payment 830 PANN					
		501-321.000-440.710	Water sale		PRINCE & ASSOCIATES		20563		08/21/2012	27.51
					Refund Over Payment 1107 MESC					

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			Abbrev	Invoice Description	Number	Number	Date	
Fund: Water								
Dept: Water Treatment								
501-321.000-440.710	Water sale	MARTHA ANGELICA PANTOJA		Refund Over Payment 195 B St	20560		08/27/2012	105.47
501-321.000-440.710	Water sale	DAN SIROTA		Refund Over Payment 836 SANT	20570		08/27/2012	82.96
501-321.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT		8/7-8/20/2012 PERS	20566		08/30/2012	4,152.03
501-321.000-720.300	Chemicals	BRENNTAG PACIFIC INC.		Sodium Hypochlorite	20524	BPI221748	08/02/2012	2,748.05
501-321.000-720.300	Chemicals	BRENNTAG PACIFIC INC.		Sodium Hypochlorite	20524	BPI2198397	08/01/2012	5,097.38
501-321.000-720.300	Chemicals	BRENNTAG PACIFIC INC.		Sodium Hypochlorite	20524	BPI223358	08/08/2012	3,106.43
501-321.000-720.300	Chemicals	BRENNTAG PACIFIC INC.		Sodium Hypochlorite	20524	BPI219837	08/01/2012	3,106.43
501-321.000-720.300	Chemicals	THATCHER CO. OF CALIFORNIA, IN		Ferric Sulfate	20575	227821	08/01/2012	5,285.58
501-321.000-721.300	Small tool	USA BLUEBOOK, INC		Pulsatron Series S Plus Pumps	20580	731285	08/01/2012	2,209.94
501-321.000-730.200	Technical	SPECTER		Annual Renewal ESP Support	20572	1206022027	06/25/2012	395.00
501-321.000-730.200	Technical	ELECTRIC MOTOR SPECIALISTS, IN		Rewind 200 HP Motor WTP	20542	4580	08/01/2012	6,300.00
Total Water Treatment								34,666.96
Dept: Water Distribution								
501-322.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT		8/7-8/20/2012 PERS	20566		08/30/2012	3,117.57
501-322.000-750.500	Training	WQI		Grade IV Review Class WWTP	20585		08/27/2012	1,200.00
501-322.000-750.500	Membership	DEPARTMENT OF PUBLIC HEALTH		Grade 899 Cert See/P Rodriguez	20537		08/28/2012	110.00
Total Water Distribution								4,447.57
Fund Total								40,432.37
Fund: Wastewater								
Dept: Wastewater Collection								
511-331.000-440.730	Sewer serv	RUBEN A GARCIA JR		Refund Dep/OvPymt 445 NIMP	20546		08/21/2012	22.40
511-331.000-440.730	Sewer serv	J & M TOWING, LLC		Refund Over/Pymt 1624 Main	20552		08/27/2012	903.81
511-331.000-440.730	Sewer serv	DAN SIROTA		Refund Over Payment 836 SANT	20570		08/27/2012	17.34
511-331.000-440.730	Sewer serv	HARRY MICHAEL WEISSMAN		Refund Over Payment 1110 B St	20584		08/21/2012	22.39
511-331.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT		8/7-8/20/2012 PERS	20566		08/30/2012	1,491.59
511-331.000-720.600	Plumbing s	IMPERIAL HARDWARE CO., INC.		Nipples, Pipe Strap, Elbow	20551	281403/2	08/22/2012	9.73
511-331.000-721.100	Uniforms	THE FAIR STORE		Safety Boots/Mark Limon	20545	1331	08/22/2012	150.00
511-331.000-730.200	Technical	A T S LABS, INC.		TDS Testing July	20516	12-6986	08/13/2012	560.00
Total Wastewater Collection								3,177.26
Dept: Wastewater treatment								
511-332.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT		8/7-8/20/2012 PERS	20566		08/30/2012	1,742.23
511-332.000-740.400	Rent	XEROX CORPORATION		Copier Usage 5/30-6/30 WWTP	20586	062791243	08/01/2012	25.49
Total Wastewater treatment								1,767.72
Fund Total								4,944.98
Fund: Solid Waste								
Dept: Solid Waste Collection								
521-341.000-440.740	Solid waste	RUBEN A GARCIA JR		Refund Dep/OvPymt 445 NIMP	20546		08/21/2012	9.90

018

## INVOICE APPROVAL LIST BY FUND

Date: 08/30/2011

Time: 1:53pm

Page: 7

City of Brawley

Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
Fund: Solid Waste								
Dept: Solid Waste Collection								
521-341.000-440.740	Solid wast			DAN SIROTA	20570		08/27/2012	7.66
				Refund Over Payment 836 SANT				
521-341.000-440.740	Solid wast			HARRY MICHAEL WEISSEMAN	20584		08/21/2012	9.89
				Refund Over Payment 1110 B St				
521-341.000-750.650	Taxes, Fee			CITY OF EL CENTRO	20529		08/15/2012	17,172.17
				2012-2013 EVRMA Membership Due		1179		
				Total Solid Waste Collection				17,199.62
				Fund Total				17,199.62
Fund: Maintenance								
Dept: Vehicle Maintenance Shop								
601-301.000-710.300	P E R S			PUBLIC EMPLOYEES RETIREMENT	20566		08/30/2012	970.37
				8/7-8/20/2012 PERFS				
				Total Vehicle Maintenance Shop				970.37
				Fund Total				970.37
Fund: Risk Management								
Dept:								
602-000.000-200.034	Health ins			DELTA DENTAL	20535		08/01/2012	9,177.45
				Dental Insurance August 2012				
602-000.000-200.034	Health ins			DELTA DENTAL	20535		09/01/2012	9,380.12
				Dental Insurance Sept. 2012				
602-000.000-200.034	Health ins			CA PUBLIC EMP. RETIREMENT SYST	20526		08/14/2012	75,419.32
				Sept. 2012 Health Insurance		100000013803313		
602-000.000-200.034	Health ins			PRINCIPAL FINANCIAL GROUP	20564		08/18/2012	3,786.47
				Life Insurance Sept. 2012				
				Total				97,763.36
Dept: Workers' Compensation								
602-813.000-470.240	Workers co			CALIFORNIA JPLA	20528		08/27/2012	971.73
				Reimb 4850 Overpym/R Gutierrez				
				Total Workers' Compensation				971.73
				Fund Total				98,735.09
				Grand Total				293,273.64

# Check Register Report

Date: 09/06/2012  
Time: 5:20 PM  
Page: 1

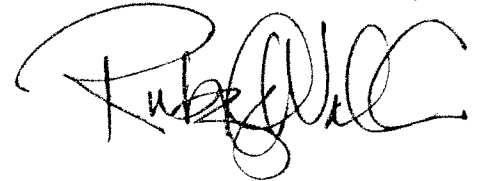
City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
20678	09/07/2012	Printed	A368	AFLAC INC.	Cancer, Disability Withheld	3,019.16
20679	09/07/2012	Printed	C889	CALIFORNIA STATE DISBURSEME	Deductions	3,251.81
20680	09/07/2012	Printed	C110	COLUMBUS BANK & TRUST COMPA	Unreimbursed Medical Deduction	501.92
20681	09/07/2012	Printed	C240	COURT SERVICES (CIVIL)	Deductions	75.00
20682	09/07/2012	Printed	F689	FRANCHISE TAX BOARD	Deductions	499.04
20683	09/07/2012	Printed	N944	NATIONAL PLAN COORDINATORS	Deferred Compensation 34023301	7,390.77
20684	09/07/2012	Printed	N187	NATIONWIDE RETIREMENT	Deferred Compensation #05270	820.81
20685	09/07/2012	Printed	S325	SUN COMMUNITY FED. CREDIT UNIO	Credit Union Deductions	2,022.00
20686	09/07/2012	Printed	U110	UNITED WAY OF IMPERIAL COUN	United Way Deductions	33.00

9

Checks Total (excluding void checks):

17,613.51



**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: 09-18-2012

City Manager:



**FROM:** Prepared by: Janet P. Smith, Deputy City Clerk  
Presented by: Rosanna Bayon Moore, City Manager

**SUBJECT:** Reject Claim as Recommended by Carl Warren & Co.,  
Claims Management & Solutions

**CITY MANAGER RECOMMENDATION:** Reject claim and send rejection letter

**DISCUSSION:**

Mike Dematidis vs. City of Brawley  
Claim Filed: August 8, 2012  
Recommend Rejection: August 30, 2012

**FISCAL IMPACT:**

**ATTACHMENTS:** Correspondence from Carl Warren & Co.



**CARL WARREN & COMPANY**  
Claims Management and Solutions

August 22, 2012

8-30-12 PM 4: 55 PM

TO: The City of Brawley

ATTENTION: Alma Benavides, City Clerk

RE: Claim : Dematidis vs. The City of Brawley  
Claimant : Mike Dematidis  
D/Event : 6/21/2012  
Rec'd Y/Office : 8/9/2012  
Our File : S-1760128-PMQ

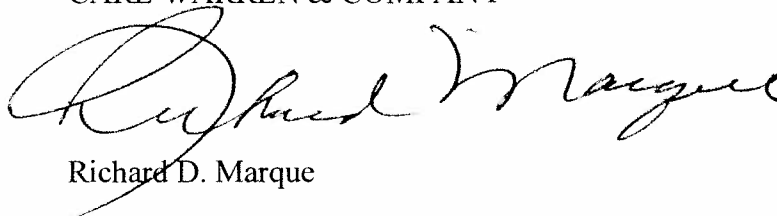
We have received and reviewed the above claim and request that you take the action indicated below:

**CLAIM REJECTION: Send a standard rejection letter to the claimant.**

Please provide us with a copy of the notice sent, as requested above. If you have any questions please contact the undersigned.

Very truly yours,

CARL WARREN & COMPANY



Richard D. Marque

cc: CJPIA w/enc.  
Attn.: Executive Director

AN EMPLOYEE-OWNED COMPANY

770 S. Placentia Avenue | Placentia, CA 92870

P O Box 25180 | Santa Ana, CA 92799-5180

www.carlwarren.com | Tel: 714-572-6200 | 800-572-6900 | Fax: 866-254-4423

CA License No. 2607296

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date:

09/18/12

City Manager:



**PREPARED BY:** Steven Sullivan, P.E., Associate Civil Engineer

**PRESENTED BY:** Yazmin Arellano-Torres, P.E., Public Works Director

**SUBJECT:** Resolution Supporting Project Delivery Schedules and Timely Use of Transportation Enhancement (TE) Funds.

**CITY MANAGER RECOMMENDATION:** Adopt Resolution No. 12-\_\_\_\_ Supporting Project Delivery Schedules and Timely Use of Transportation Enhancement (TE) Funds.

**DISCUSSION:** The Imperial County Transportation Commission (ICTC) was notified of State Transportation Improvement Program's (STIP) Transportation Enhancement (TE) funding and revenue estimates provided by the California Transportation Commission (CTC). Approximately \$2.5 million may be available for our region over a three year period (FY 13/14 through FY 15/16). The ICTC issued a STIP-TE Call for Projects on August 1, 2012.

A local match is not required because State Highway Account funds will be used to match the federal funds. However, up to 5 points will be assigned to projects that include an 11.47% local match and up to 10 points for a 20% local match.

Enhancement activities are over and above normal transportation projects. Typically, a normal transportation project may include mitigation, standard landscaping, other permit requirements and provisions negotiated as a condition of obtaining a permit for a normal transportation project.

Projects must be selected from one or more of the twelve activities categories. Only those activities listed in U.S. Code, Title 23 Section 101(a) are eligible to be accounted for as transportation enhancement activities. The twelve categories are:

1. Provision of facilities for pedestrians and bicycles.
2. Provision of safety and educational activities for pedestrians and bicyclists.
3. Acquisition of scenic easements and scenic or historic sites.
4. Scenic or historic highway programs.
5. Landscaping and other scenic beautification.
6. Historic preservation.
7. Rehabilitation and operation of historic transportation buildings, structures or facilities.

8. Preservation of abandoned railway corridors.
9. Control and removal of outdoor advertising.
10. Archaeological planning and research.
11. Mitigation of water pollution due to highway runoff or reduce vehicle-caused wildlife mortality while maintaining habitat connectivity.
12. Establishment of transportation museums.

The following project is proposed for ICTC's consideration:

The City of Brawley Downtown Enhancement Project will install new landscaping along Main St. (between 3rd St. and Cesar Chavez St.) and 8th St. (between Main St. and River Dr.). Items include demolition, landscaping irrigation, new plantings and boulders, decomposed granite, and weed barrier fabric, new curb, gutter and sidewalk, accessibility ramps, and bike racks.

The City of Brawley Downtown Enhancement Project will beautify the City's downtown area. The downtown area is in the heart of the City containing the City's Post Office, Library, Plaza Park, the Veteran's Memorial Wall, the Main Fire Station, City administration buildings, doctor's offices, the Police Station, as well as, shopping and banking opportunities. Main St. is currently a State Highway, but will be relinquished to the City in the coming year. 8th St. was recently relinquished to the City. The State Highways lack pedestrian improvements and landscaping. This project will create an inviting atmosphere for all users to enjoy the downtown area as opposed to just passing through.

Proposed funding is as follows:

	TE RTIP	State Match (11.47%)	Local Match (20%)	Total
PS&E	\$137,000	\$23,000	\$40,000	\$200,000
Construction	\$754,000	\$126,000	\$220,000	\$1,100,000
Total	\$891,000	\$149,000	\$260,000	\$1,300,000

TE projects selected for funding will be programmed in the STIP and the FTIP (Federal Transportation Improvement Program); therefore, STIP "Timely Use of Funds" requirements apply to TE projects. "Timely Use of Funds" requirements in the STIP are more stringent than requirements for projects not programmed in the STIP. This means that TE projects must be awarded and completed based on the following timelines to prevent funds from lapsing:

Funds allocated for local project development or right of way costs must be expended by the end of the second fiscal year following the fiscal year in which the funds were allocated (between 24 to 36 months). Project sponsors must invoice Caltrans for these costs no later than 180 days after the fiscal year in which the final expenditure occurred.



Funds allocated for construction or the purchase of equipment must be encumbered by the award of a contract within six months from the date of approval unless the California Transportation Commission (CTC) approves an extension as described below. After the award of the contract, the local agency or Caltrans has up to 36 months to complete (accept) the contract. At the time of fund allocation, the CTC may extend the deadline for completion of work and the liquidation of funds if necessary to accommodate the proposed expenditure plan for the project. For local grant projects, the local agency has 180 days after contract acceptance to make the final payment to the contractor or vendor, prepare the final Report of Expenditure and submit the final invoice to Caltrans for reimbursement.

To avoid TE funds allocated by ICTC from lapsing, up to 10 points will be assigned to projects that demonstrate the project can be delivered as scheduled under the metrics "Project Readiness". More importantly, each agency will be required to submit an adopted and certified Council/Board resolution ensuring their project(s) will be delivered as proposed in the application(s).

**FISCAL IMPACT:** 20% local match from City Measure D Funds if grant is awarded

**ATTACHMENTS:**

1. Resolution 2012-\_\_
2. Transportation Enhancement (TE) 2012 Call for Projects
3. ICTC TE Application

**RESOLUTION NO. 2012-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA, SUPPORTING PROJECT DELIVERY SCHEDULES AND TIMELY USE OF TRANSPORTATION ENHANCEMENT (TE) FUNDS.

WHEREAS, section 65 of the 2012 State Transportation Improvement Program (STIP) Guidelines requires the "timely use of funds" to improve project delivery and to prevent federal funds from lapsing to Imperial County and the State; and,

WHEREAS, the City is able to apply for and receive Federal and State funds under the SAFETEA-LU and State requirements; and,

WHEREAS, the City desires to ensure its projects are delivered in a timely manner to prevent funds from lapsing from Imperial County due to non-delivery; and,

WHEREAS, it is understood by the City that failure for not meeting project delivery dates for any phase of a project may jeopardize TE funding to the Region; and,

NOW, THEREFORE, BE IT RESOLVED that the City hereby agrees to ensure all project delivery deadlines for all project phases will be met or exceeded.

BE IT FURTHER RESOLVED, that failure to meet project delivery deadlines may be deemed as sufficient cause for the Imperial County Transportation Commission (ICTC) to terminate an agency's project and reprogram TE funds as deemed necessary.

BE IT FURTHER RESOLVED, the City does direct its management and engineering staffs to ensure all STIP and SAFETEA-LU projects are carried out in a timely manner as per the requirements of section 65 of the 2012 State Transportation Improvement Program (STIP) Guidelines.

APPROVED, PASSED AND ADOPTED on this 18<sup>th</sup> day of September, 2012.

CITY OF BRAWLEY, CALIFORNIA

\_\_\_\_\_  
George A. Nava, Mayor

ATTEST:

\_\_\_\_\_  
Janet P. Smith, Deputy City Clerk

**STATE OF CALIFORNIA  
COUNTY OF IMPERIAL  
CITY OF BRAWLEY**

I, **JANET P. SMITH**, Deputy City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY** that the foregoing Resolution No. 2012- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 18<sup>th</sup> day of September, 2012, and that it was so adopted by the following roll call vote: m/s/c

**AYES:**

**NAYES:**

**ABSTAIN:**

**ABSENT:**

Dated: September 18, 2012

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**Janet P. Smith**, Deputy City Clerk

# Transportation Enhancement (TE) 2012 Call for Projects

Guidelines, Application and Scoring Criteria

*Imperial County Transportation Commission*

July 26, 2012

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# Introduction

These guidelines describe the standards, criteria, and procedures for the development and submittal of Transportation Enhancement (TE) project applications in Imperial County. The purpose of the TE program is to fund projects that are over and above a normal project, have a direct relationship to the surface transportation system, and are consistent with one or more of twelve activity categories listed in US Code Title 23 Section 101 (a) described in the next section.

The Intermodal Surface Transportation Efficiency Act of 1991 (1991 ISTEA, Public Law 102-240) established the Surface Transportation Program, including the TE program (Section 1107). Under 23 U.S.C.133 (d)(2), 10 percent of the STP funds apportioned every fiscal year to states may only be used for transportation enhancement activities. The TE program was continued by the Transportation Equity Act for the 21st Century (TEA-21, Public Law 105-178) and the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) under 23 U.S.C. 149. SAFETEA-LU was scheduled to expire on September 30, 2009; however, Congress has continued the programs in SAFETEA-LU because a new transportation reauthorization bill has not been approved.

In August 2003, the California Transportation Commission (CTC) approved the Transportation Enhancement Activities Program Reform, under Resolution G-03-13, which authorized the programming of TE projects into the State Transportation Improvement Program (STIP). The STIP Guidelines allow regional transportation planning agencies (RTPA), such as the Imperial County Transportation Commission (ICTC), to fund TE projects through the STIP – Regional Transportation Improvement Program (STIP-RTIP).

Senate Bill 286 (Chapter 373, Statutes of 2008) added Sections 2370-2374 to the Streets and Highways Code which requires the selection of all TE projects to be based on projects which partner with, or commit to employ the services of a Community Conservation Corps or the California Conservation Corps. Caltrans developed the criteria listed below to assist project sponsors to comply with this law.

- (1) TE eligible projects whose sponsor is partnering with, or has agreed to employ the services of a Community Conservation Corps or the California Conservation Corps (collectively referred to as corps), shall be selected first for funding (the scope of the work performed by the corps will be identified in page 6 of the TE application);
- (2) After all TE eligible projects described in paragraph (1) have been selected for funding, the remaining eligible TE projects may be selected.

TE Project candidates that meet the following specific categories are exempt from the above selection criteria and may compete on an equal basis with all project candidates in category (1) above:

- (a) Projects for which no corps will partner with the sponsor or agree to provide services. A project sponsor can request this exemption only by certifying on the TE Application, with the concurrence of the California Conservation Corps and the California Association of Local Conservation Corps, which the sponsor notified both organizations about the available project, but that no corps in the state was prepared to serve as a partner or provide services.

Section 2370(a) of the Streets and Highways Code is specific as to which organizations can be considered as a Community Conservation Corps or the California Conservation Corps. "Community Conservation Corps" shall have the same meaning as defined in Section 14507.5 of the Public Resources Code. Information regarding these organizations is available on the web at:

<http://www.consrv.ca.gov/dor/grants/Pages/lccc.aspx>  
<http://www.ccc.ca.gov>  
[www.calcc.org](http://www.calcc.org)

## TE Funding Overview

ICTC, acting in its role as the RTPA for Imperial County, has issued this call for projects to program a total of \$2,522,000 in TE funds available over a three-year period (FY 13/14 through FY 15/16) as listed in the table below.

FY 2013/14	FY 2014/15	FY 2015/16	TOTAL
\$872,000	\$871,000	\$779,000	\$2,522,000

**A local match is not required because State Highway Account funds will be used to match the federal funds.** However, up to 10 points will be assigned to projects that include a local match.

Transportation enhancement activity funds are reimbursable federal-aid moneys, subject to all the requirements of Title 23, United States Code. They are for capital improvements including preliminary engineering (including environmental studies), real property acquisition, and construction costs associated with conducting an eligible activity. These funds are not to be used for program planning; however, they may be used for bicycle and pedestrian safety activities and archaeological planning projects as further described in the next section.

Improvements to private property and commercial facilities are not eligible, but may include properties for public use, owned by a public not-for-profit corporation. Feasibility study projects are ineligible, which of themselves provide no enhancement to the public.

Once projects have been selected and approved by ICTC, the projects will be forwarded to Caltrans for an eligibility review. Projects approved by Caltrans will be programmed in the STIP and the Federal Transportation Improvement Program (FTIP) by ICTC. Projects cannot begin until the CTC has allocated (voted) the TE funds and Caltrans has approved the E-76. Project sponsors submit their request for allocation of funds by the CTC and the E-76 through Caltrans Local Assistance.

## Scoring Committee

The TE Scoring Committee will be comprised of one representative from each of the local jurisdictions in Imperial County (cities and the County), a representative from Caltrans District 11 (preferably the local TE Coordinator), an ICTC staff member, a representative from SCAG, and maybe a Caltrans Non-motorized Group staff person. The Committee is scheduled to meet to score project applications on Monday, September 10, 2012. The complete schedule is listed below.

## Timetable

The tentative schedule for this call for projects is listed below:

06/14/12	TE workshop
06/28/12	Technical Advisory Committee (TAC) recommendation of TE program
07/11/12	Management Committee recommendation of TE program
07/25/12	ICTC Board approval of TE program
08/01/12	"call for projects" process begins
09/04/12	Project submittals due*
09/10/12	TE scoring committee
09/27/12	Scored projects presented to TAC
10/10/12	Management Committee project approvals and recommendation
10/24/12	ICTC project approvals & executed resolutions
11/01/12	Submit projects to Caltrans for review and approval
12/01/12	Program projects in the STIP and FTIP

*Please submit 12 hard copies of the application, and one electronic copy on a computer disk (CD). The application must include a locally adopted resolution in support of project applications. The electronic copy should include a "pdf" copy of the entire application including the resolution, and excel version of the main application.*



## Contact Information

If you have any questions related to the TE program or this call for projects, please contact David Salgado at (760) 592-4494.

**Please submit all applications by 5:00 PM Tuesday, September 4, 2012 via mail, or delivered to:**

**Imperial County Transportation Commission  
1405 N. Imperial Avenue, Suite 1  
El Centro, CA 92243  
ATTN: David Salgado**

## Eligible Projects

TE projects must meet three basic criteria established by the Federal Highway Administration.

### "What is the direct relationship to the surface transportation system?"

Projects must have at least one direct relationship to the surface transportation system, which consists of all forms of the intermodal transportation system, exclusive of aviation. This relationship may be one of function, proximity, or impact. For example:

- A bikeway is a functional component of the surface transportation system.
- Removal of outdoor advertising in the viewshed of a highway is justified in light of its proximity. When the relationship is by proximity, how does the activity significantly enhance the transportation experience?
- Water pollution control alongside an existing highway to protect or improve a drinking water supply would qualify based on the impact of the highway in terms of water pollution.

### "Is this over and above a normal project?"

Enhancement activities are over and above normal transportation projects. Typically, a normal transportation project may include mitigation, standard landscaping, other permit requirements and provisions negotiated as a condition of obtaining a permit for a normal [non-enhancement] transportation project. If this proposal is an enhancement to a larger project, check the environmental document for these items – Is the proposed enhancement part of the project description? Is it listed as mitigation? If so, the activity is not "over and above" a normal project. Is it a permit requirement? Permitting agencies might include federal agencies such as U.S. Forest Service, Bureau of Land Management, or U.S. Corps of Engineers. State permitting agencies might include State Department of Fish and Game. Regional permitting agencies might include a regional water quality control board. Maintenance activities are not eligible. Projects to retrofit existing sidewalks for compliance with Americans with Disabilities Act requirements are not eligible.

## "Which category or categories encompass the transportation enhancement activities?"

Projects must be selected from one or more of the twelve activities categories. Only those activities listed in U.S. Code, Title 23 Section 101(a) are eligible to be accounted for as transportation enhancement activities. If project eligibility in these twelve categories is not clear, the applicant will provide reasoning for including it, and a determination will be made by Caltrans and the Federal Highway Administration. The funded activities must be accessible to the general public or targeted to a broad segment of the general public. The twelve categories are:

1. Provision of facilities for pedestrians and bicycles.
2. Provision of safety and educational activities for pedestrians and bicyclists.
3. Acquisition of scenic easements and scenic or historic sites.
4. Scenic or historic highway programs (including the provision of tourist and welcome center facilities).
5. Landscaping and other scenic beautification.
6. Historic preservation.
7. Rehabilitation and operation of historic transportation buildings, structures or facilities (including historic railroad facilities and canals).
8. Preservation of abandoned railway corridors (including the conversion and use thereof for pedestrian or bicycle trails).
9. Control and removal of outdoor advertising.
10. Archaeological planning and research.
11. Mitigation of water pollution due to highway runoff or reduce vehicle-caused wildlife mortality while maintaining habitat connectivity.
12. Establishment of transportation museums.

Eligibility of projects has been interpreted broadly by Caltrans and the Federal Highway Administration. The following discussion presents the thinking behind decisions to define eligibility of the twelve categories.

### **1. Provision of facilities for pedestrians and bicycles**

This category provides an opportunity to create linkages in the existing transportation system by funding bicycle and pedestrian modes of travel. The bicycle and pedestrian modes connect people to activity centers, such as businesses, schools, shopping and recreation areas, and to other modes.

Projects accommodate bicyclists or pedestrians beyond or in addition to what is necessary for safe accommodation. This includes activities that enhance the transportation system through more aesthetic routing or design or improving other existing facilities to make them more usable for pedestrians and bicyclists, such as adding bicycle parking at a rail station. The purpose of the project must be for transportation but if a recreation experience is gained as a

result of the transportation facility, this does not exclude the activity from consideration under this program.

Activities are not eligible where they are conducted as an incidental and routine part of new transportation projects in order to accommodate routine use by pedestrians and bicycles. Paved shoulders, wide curb lanes, sidewalks, and curb cuts are not eligible if incidental and routine to road construction or reconstruction; however, Class II bicycle lanes are eligible. Projects may not be for maintenance activities or other replacement facilities; for example, pavement overlays on the same alignment and same width are not eligible.

While all projects must meet the Americans with Disabilities Act (ADA) mandate of accessibility, projects to retrofit existing facilities solely for conformance to accessibility standards in the California Building Code do not qualify. Construction of neighborhood sidewalks is regarded as normal work.

Projects for parking lots for future bicycle or pedestrian facilities are not eligible. Projects for standard-type bus shelters are considered normal work. Bus shelters may be funded as a necessary and incidental part of a streetscape project, or when they are artist-designed.

Questions about standards for bikeway designs or for bicycle facilities such as lockers and parking facilities can be addressed by the Caltrans Bicycle Coordinator at (916) 653-0036. Bikeway Planning and Design (Section 1000 of the Highway Design Manual) is available from the Caltrans Publications Unit, 1900 Royal Oaks Drive, Sacramento, CA, 95815. An unofficial copy is available on the Caltrans website at [www.dot.ca.gov/hq/opd/hdm/hdmtoc.htm](http://www.dot.ca.gov/hq/opd/hdm/hdmtoc.htm).

Project examples:

- Bicycle lockers at rail stations, bus depots, and recreation facilities. Bicycle lockers over and above standard policy at park and ride lots.
- Bikeways: Class I (bike paths); Class II (bike lanes); Class III (bike routes).
- Bikeways or pedestrian paths that separate these modes of travel from the motorized transportation system.
- Bike racks on transit systems.
- Acquisition, development, and construction of separate pedestrian or bicycle facilities on or off road rights-of-way or in relation to transit facilities.
- Improvements to facilities that go beyond basic access and mobility.

## **2. Provision of safety and educational activities for pedestrians and bicyclists**

This category includes non-construction safety-related activities and the reasonable costs to provide safety and educational activities such as bike/pedestrian safety training, cost of facilitators and classes. It may also include related training materials such as brochures, videotapes, other training aids, as well as rent for leased space and limited staff salaries. Long-term salary participation is not eligible.

The funded activities must be accessible to the general public or targeted to a broad segment of the general public. The activities must show a relationship to the surface transportation system.

Project sponsors are encouraged to integrate safety messages and educational opportunities for bicyclists and pedestrians into enhancement projects through the development of campaigns, programs, educational materials including maps and brochures, and pedestrian and bicycle enforcement activities. Project sponsors are encouraged to coordinate these activities with the National Highway Traffic Safety Administration and other modal administrations. This category is not intended to replace or duplicate existing Section 402 funding opportunities currently available through the State and Community Traffic Safety Program.

Bicycle maps are an eligible activity, and are encouraged as part of bicycle facilities funded as Transportation Enhancement Activities.

School crossing guards, speed trailers and radar are not eligible activities.

### **3. Acquisition of scenic easements and scenic or historic sites**

This category may be applied to purchase, donation, transfer, or trade of lands, which possess significant aesthetic, historic, natural, visual, or open space values, acquisition of which enhances the transportation experience as part of the transportation system, or as a substantial contribution to the transportation viewshed.

Funds may be used for transaction costs including appraisals, surveys, legal costs, or purchase costs. Acquisition of scenic or historic sites includes expenditure of funds for the purchase or the use of funds to accept the donation, transfer, or trade of (a) less than fee interests, for example, easements, in land which possess significant scenic, historic, or cultural values and (b) fee title acquisition of such lands and any property listed in the California Register of Historic Resources or eligible for listing in the National Register of Historic Places.

Land acquired for its scenic qualities must be maintained for its scenic qualities. Mechanisms must be in place to enforce significant scenic or historic values, and the project sponsor must agree to enforce mechanisms to preserve them. The owner of any property acquired must be willing to participate in a preservation covenant attached to the deed of the property. Such a covenant ensures that future work on the property will respect the scenic or historic integrity of the property.

Lands acquired for scenic purposes may not be developed in a manner that degrades the scenic character and quality of the site. Public access is allowed.

The purpose of the project must be for scenic or historic acquisition, but if a wildlife habitat or corridor is gained as a result of the acquisition, this does not exclude the activity from consideration under this program.

Scenic acquisition of a degraded area may be eligible on condition that the agency restores the site to scenic status within this or a later project phase. (Restoration does not have to be done using federal enhancement funds.)

Where proposed projects appear to be primarily park improvements with incidental transportation enhancement activities incorporated into the park improvement project, the transportation enhancement will be eligible, but not the park improvement.

Project examples:

- Acquisition of viewsheds.
- Acquisition of a historic bridge, historic transportation terminal, land around a historic site adjacent to a scenic highway.
- Acquisition of historic properties that qualify for protection under the National Register or California Register or are designated in a local register.

#### **4. Scenic or historic highway programs (including the provision of tourist and welcome center facilities)**

This category covers protection and enhancement of designated state scenic highways or federally designated scenic byways and state or federally eligible or designated historic highways. Funds may be used only for activities that will protect and enhance the scenic and historic integrity and visitor appreciation of an existing highway and adjacent area.

Tourist or welcome centers do not have to be on a designated scenic or historic byway, but must have a clear link to scenic or historic sites. Activities eligible under the National Scenic Byways Program are generally eligible under this category. A historic site should have evidence of documented consultation and concurrence with the State Historic Preservation Officer or similar authority for determining the historicity of a particular site.

Funding may be used for the construction of a new facility or the restoration of an existing facility. This includes those related construction actions necessary to provide the facility, such as interior fixtures and parking areas. Funds can be used to purchase and install items, which support or interpret the scenic or historic highway program or site including brochure racks for interpretive materials or maps or kiosks. Funds cannot be used for statewide programs, marketing, or promotion not related to the scenic or historic highway program. Staffing, operation costs and maintenance are not eligible. Items such as racks for advertising or brochures for local or national businesses are not eligible.

The visitor or welcome centers are to be publicly owned and open to the public.

Project examples:

- Historic bridge signing,
- Interpretive plaques or restoration of historic lighting standards,

- Historic aesthetic treatment on retaining walls and guardrails.
- Visually sensitive bridge rails (guardrails on bridges) which meet Caltrans and FHWA safety requirements, for use on scenic highways and in areas of high visual sensitivity.

## **5. Landscaping and other scenic beautification**

This category includes landscape planning, design and construction activities, which enhance the aesthetic or ecological resources along transportation corridors, points of access, and lands qualifying for other categories of transportation enhancement activities.

Architectural treatment, applied or integrated, of transportation structures, including bridges and highways beyond Caltrans' utilitarian design may be considered an enhancement activity, as long as it is beyond mitigation required to comply with CEQA, NEPA, and other permitting agencies' requirements. The primary purpose must be to enhance the scenic view.

Projects which blend the transportation system into the surroundings, making the system less intrusive, or otherwise enhance the aesthetic resources or beauty of the transportation system may include planning, design and construction of scenic vistas and overlooks, restoration of historic landscapes, and public art and design enhancements. Projects which enhance the ecological balance along a transportation corridor include planning, testing and planting for restoration or reintroduction of native plant communities and appropriate adaptive species, and the provision of interpretive information about the federal and state agency programs through which ecological resources are preserved.

Projects on the National Highway System must be consistent with Caltrans' overall landscape program and policies, and will be approved by the Caltrans District 11 Landscape Architect.

Projects may not be for temporary, routine, incidental or maintenance activities such as grass cutting, tree pruning or removal, erosion control, screen planting, construction of noise barriers, drainage improvement or post-construction finish work such as replanting and reseeding.

Plantings on the State Highway System may only be for that portion which is over and above Caltrans' policy no. 3.5.1, dated July 1990, for standard planting in warranted areas.

Projects mainly for museum facility or park development work are not eligible, although park development elements that are necessary for and incidental to the eligible transportation enhancement activity, such as interpretation elements, may be considered eligible.

Graffiti-resistant coatings do not qualify as scenic beautification because they do not change the appearance of the surface, they must be reapplied at least every three to five years (a maintenance activity) and they do not preclude the reapplication of graffiti.

Project examples:

- 'Gateway' plantings to communities.
- Rockwork in existing landscaping.
- Replacement of a utilitarian bridge with one of appropriate architectural qualities in a setting that calls for more than a utilitarian design.
- Landscaping transplants to move trees outside of clear zones and into more attractive, safer locations.
- Sculpture or other artwork at gateway entrance to communities or in California "Main Street" projects.
- Roadside Ecological Viewing Areas.
- Design and installation of visually sensitive bridge rails (guardrails on bridges), which meet Caltrans and FHWA safety requirements.

## **6. Historic preservation**

Historic, cultural properties, and archaeological resources determined eligible for or listed in the California Register of Historical Resources or a locally designated resource, if the local designation is based on locally-adopted, written criteria, are eligible for transportation enhancement activity funding. Section 5024.1 of the California Public Resources Code defines the California Register as an authoritative guide in California to be used by state and local agencies, private groups, and citizens to identify the state's historical resources. The California Register includes properties determined eligible for or listed on the National Register of Historic Places, most California State Historical Landmarks, and State Points of Historical Interest. In addition, the California Register may include locally designated historic and prehistoric resources as well as local survey inventories using the National Register standards.

This category includes acquisition, protection, rehabilitation, interpretation, restoration, and stabilization or any combination of the foregoing, of any prehistoric or historic district, site, building, structure, landscape, or object (and artifacts and records related to it) listed or eligible for inclusion in the California Register or the National Register of Historic Places.

All work must be done in compliance with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, the Secretary of the Interior's Standards for Treatment of Historic Properties, or the State Historic Building Code and must be managed under the direction of professionals meeting the standards published in the Code of Federal Regulations, 36 CFR, Part 61. The qualifications define minimum education and experience required to perform eligible historic preservation activities. In some cases, additional areas or levels of expertise may be needed depending on the complexity of the task and the nature of the historic properties involved.

A substantial transportation linkage is required for a project to be considered eligible.

Projects should enhance the transportation system by improving the ability of the public to appreciate the historic significance of the project itself or the area to be served by the project.

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In some circumstances, the cultural and sacred values of Native American or other ethnic community sites may require the inclusion of additional viewpoints. Proposals referring to such sites must be accompanied by evidence that appropriate Native American and ethnic community representatives have been consulted.

Incidental Americans with Disabilities Act (ADA) compliance elements are eligible only as required by the transportation enhancement project.

This category does not include reconstruction, i.e., building replicas of historic structures or buildings. It does not include the creation of museums, or of visitor centers; however, restoration of a building that will later be modified and used as a public museum is eligible. Maintenance activities are not eligible.

A preservation project arising from the deferring of maintenance – which was to have been done as a condition of a previous agreement for its preservation – will not be eligible.

Tenant improvements are not eligible costs.

Project examples:

- Rehabilitation of historic buildings that serve the transportation system as multi-modal centers.
- Roadside Rest areas.
- Restoration of a historic landscape on a highway.
- Rehabilitation of historic places.
- Activities that encourage or facilitate historic interpretation for the public of sites associated with roads and other transportation facilities.
- Preservation or improvement of the appearance or quality of a historic property, district, or landscape.
- Assistance in providing research and educational opportunities or related services on individual or related historical resources.

## **7. Rehabilitation of historic transportation buildings, structures or facilities(including historic railroad facilities and canals)**

Historic transportation buildings are buildings or related structures associated with the operation, passenger and freight use, construction or maintenance of any mode of transportation where such building is listed or eligible for listing in the California Register or the National Register of Historic Places.

Structures and facilities include tunnels, bridges, trestles, embankments, rails or other guideway, non-operational vehicles, canal viaducts, tow paths and locks, stations and other built transportation features integrally related to the operation, passenger and freight use, construction, or maintenance of any mode of transportation.

Rehabilitation means the process of returning the property to a state, which makes possible a contemporary use while preserving the significant historic features of that property. Subsequent conversion costs or tenant improvements are not eligible.

Project examples:

- Restoration of historic railroad depots and train stations
- Restoration of historic ferry terminals.
- Interpretive displays as part of historic bridge replacement projects.
- Costs on historic bridges over and above normal mitigation.

## **8. Preservation of abandoned railway corridors (for conversion to pedestrian or bicycle trails)**

This category includes the acquisition, rehabilitation and development of corridors for public bicycle or pedestrian use. In some cases it could allow preservation without capital improvements, although emphasis is placed on current enhancement value. This category permits the development and rehabilitation of privately owned rail corridors to bicycle or pedestrian facilities open to the general public without charge. This may not be used solely for rail preservation. A declaration of intent for future bike or pedestrian use is required. Failure to open the lands acquired for bicycle and pedestrian use within ten years from the start of the right of way phase means the administering agency will have to reimburse the Federal Highway Administration.

## **9. Control and removal of outdoor advertising**

This includes the control and removal of existing nonconforming outdoor advertising signs, billboards, displays, and devices, which are in addition to removal of illegal signs required to exercise effective control of outdoor advertising under Section 131 of Title 23. "Nonconforming" is defined in the California Administrative Code, Title 4 Chapter 6. In general, a nonconforming sign was placed lawfully, but does not conform to subsequent enacted laws. Priority shall be given to the removal of outdoor advertising signs, displays, and devices in conjunction with other enhancement activities, and nonconforming displays along scenic highways. This category may include compilation of an accurate inventory of nonconforming outdoor advertising displays.

If displays are conforming, the agency with jurisdiction must have effective controls in place, such as an ordinance or other mechanism, to preclude replacement displays in the same transportation corridor.

Project examples:

- Purchase and removal of nonconforming billboards on designated scenic highways.
- Purchase of scenic easements along transportation corridors or viewsheds to prevent visual degradation.

## **10. Archaeological planning and research**

This includes, but is not limited to, research on sites qualified for transportation enhancement funds; experimental activities in archaeological site preservation and interpretation; planning to improve identification, evaluation and treatment of archaeological sites; problem-oriented synthesis using data derived from (though not limited to) transportation-related archaeological activities; local and regional research designs to guide future surveys, data recovery, and synthetic research; and activities having similar purposes carried out in partnership with other federal, state, local and tribal government agencies and non-governmental organizations.

This category includes rehabilitating archaeological dig records and curation of artifacts previously recovered along the transportation corridor to enhance significance and public appreciation for the site through interpretative signs, displays, and publications.

Projects primarily for data entry into geographic information systems to accommodate future normal transportation projects are not eligible.

All work must be done in compliance with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation or Secretary of the Interior's Standards for Historic Preservation Projects and must be managed under the direction of professionals meeting the standards published in the Code of Federal Regulations, 36 CFR, Part 61. The qualifications define minimum education and experience required to perform eligible historic preservation activities. In some cases, additional areas or levels of expertise may be needed depending on the complexity of the task and the nature of the historic properties involved.

In some circumstances, the cultural and sacred values of Native American or other ethnic community sites may require the inclusion of additional viewpoints. Proposals referring to such sites must be accompanied by evidence that appropriate Native American and ethnic community representatives have been consulted.

This category is not for excavations.

Project examples:

- Regional or statewide research.
- Upgrade or expansion of regional curation facilities to meet federal and state guidelines, in order to regionalize archaeological collections and facilitate regional archaeological research.
- Statewide or regional archaeological study for State Routes in archaeologically sensitive areas, developing an Archaeological Inventory similar to the existing Bridge Inventory.
- Rehabilitation of archaeological dig records and artifacts previously recovered along a highway to enhance significance and public appreciation for the site through interpretive signs and publications.
- Construction of traveling displays of artifacts for schools.

## **11. Mitigation of water pollution due to highway runoff or reduce vehicle-caused wildlife mortality while maintaining habitat connectivity**

These projects are for facilities and programs reducing or eliminating pollution from storm water runoff from highway facilities in addition to current requirements and procedures for such mitigation. The pollution must be due to materials washing off of the roadway surface. Projects that demonstrate aesthetic and ecological methods for mitigation and enhance recharge are encouraged.

Projects may have groundwater recharge, multiple resource benefits, and aesthetic preservation components, but only when secondary to the purpose of mitigating water pollution due to highway runoff.

No activity that has been identified as a requirement of a stormwater permit is eligible for enhancement funding.

Acquisition of land in and of itself is not considered an eligible mitigation of water pollution unless the acquisition itself fulfills the mitigation objective. Projects to acquire degraded land to rehabilitate into mitigation for highway runoff must have absolute commitments of funds and completed plans for the mitigation work prior to application.

This category is not limited to threatened and endangered species, but includes any wildlife mortality directly caused by vehicles. Fish passage is not eligible.

Projects to reduce wildlife mortality on new highway construction are not eligible.

If non-motorized human use will be one result of the project to reduce wildlife mortality, this does not exclude the activity from consideration under this program.

Project examples:

- Water pollution control alongside an existing highway to protect or improve a drinking water supply.
- Storm drain stenciling projects.
- Wildlife underpasses or overpasses, measures at areas identified as crossings for wildlife, which include the necessary fencing and other markings and techniques associated with movement or wildlife across transportation corridors.
- Bridge extensions to provide or improve wildlife passage and wildlife habitat connectivity. Monitoring and data collection on habitat fragmentation and vehicle-related wildlife mortality.

**12. Establishment of transportation museums Transportation museums must meet the following definition of a museum.**

The facility must:

- a) Be a legally organized not-for profit institution or part of a not-for-profit institution or government entity;
- b) Be essentially educational in nature;
- c) Have a formally stated mission;
- d) Have one full-time paid professional staff member who has museum knowledge and experience and is delegated authority and allocated financial resources sufficient to operate the museum effectively;
- e) Present regularly scheduled programs and exhibits that use and interpret objects for the public according to accepted standards;
- f) Have a formal and appropriate program of documentation, care, and use of collections and/or tangible objects; and
- g) Have a formal and appropriate program of presentations and maintenance of exhibits.

Establishment of transportation museums means funding of capital improvements. Funds are not intended to reconstruct, refurbish, or rehabilitate existing museums, nor portions of museums, that are not for transportation purposes. It does not cover operations or maintenance of the facility. The museum must be related to surface transportation. Establishment of transportation museums includes the costs of the structure and the purchase of artifacts necessary for the creation and operation of the facility. Displays, segments of buildings, or objects not directly related to transportation are not eligible. Funds may be used to build a new facility, add on a transportation wing to an existing facility, or convert an existing building for use as a transportation museum.

The museum must be open to the public and run by a public, non-profit or not-for-profit organization meeting the definition of museums stated above in this section. If entrance fees are charged for the museum, a portion of the fee should be provided for the long- term maintenance and operation of the facility.

TE funds may not be used to preserve aircraft or create an airport or air museum. Objects or structures related to aviation are not eligible.

Activities, which are not explicitly on the list of 12 categories, might qualify if they are an integral part of a larger qualifying activity. For example, if the rehabilitation of a historic railroad station required the construction of new drainage facilities, the entire project could be considered a transportation enhancement activity. Similarly, environmental analysis, project planning, design, land acquisition, and construction activities necessary for implementing qualifying transportation enhancement activities are eligible for funding. For example, costs for environmental mitigation required for the enhancement project itself are reimbursable.

Transportation enhancement activities may not in themselves be routine or customary elements of transportation projects or mitigation for project impacts in compliance with the requirements of environmental, or other federal, state, or local laws, even if those aspects will otherwise constitute a specified transportation enhancement. Project funding under the transportation enhancement program is not available for a non-applicant agency to perform its normal required review and permit functions. Convict labor is not a reimbursable cost. Costs involved in applying for funds are not eligible. Any costs incurred prior to written approval to proceed by Caltrans are not eligible.

## TE ICTC Scoring Criteria Description

### Livability

up to **30** points

Projects will be evaluated based on whether and how the project provides the four benefits listed below:

1. Enhances or reduces the average cost of user mobility through the creation of more convenient transportation options for travelers;
2. Improves existing transportation choices by enhancing points of modal connectivity, increasing the number of modes accommodated on existing assets, or reducing congestion on existing modal assets;
3. Improves travel between residential areas and commercial centers or jobs;
4. Improves accessibility for economically disadvantaged populations, non-drivers, senior citizens, and/or persons with disabilities.

Ranking Criteria	Points
Project provides all four of the listed benefits	30
Project provides three of the listed benefits	25
Project provides two of the listed benefits	20
Project provides one of the listed benefits	15

### Regional Significance

up to **20** points

Projects will be evaluated on a relative basis (i.e., how they compare to each other) based on whether and how projects improve, enhance or provide access to a regional facility or facilities.

### Safety & Security

up to **20** points

Projects will be evaluated on a relative basis (i.e., how they compare to each other) based on whether and how projects improve the safety/security of existing transportation choices through improvements or enhancements of existing modal assets.

### Project Readiness

up to **10** points

Project schedules should be fully identified in the project submittal with target dates, including any proposed capital purchases such as bike racks, pedestrian seating, etc.

**Local Match**up to **10** points

Ranking Criteria	Points
Project provides a local match of at least 20%	10
Project provides a local match of at least 11.47%	5

**Factors of Overriding Concern**up to **10** points

The Evaluation Committee may use this category to consider factors of overriding concern.



# TE Application (PSR Equivalent)

## Transportation Enhancement (TE) Application (PSR Equivalent)

TE funds are federal funds and must follow federal funding guidelines and environmental (NEPA) processes. All projects must have an approved eligible application prior to programming in the RTIP.

### PART ONE: GENERAL PROJECT INFORMATION

\_\_\_\_\_ RTIP TE \_\_\_\_\_ ITIP TE Is the project within Caltrans Right of Way? Yes ☐ No ☐.

Are you using Recovery Act TE funds? Yes ☐ No ☐

Does this project partner with or commit to employ the services of a Community Conservation Corps or the California Conservation Corps? Yes ☐ No ☐.

If you answered yes to the above question please list the contact information for the corps.

Corps Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_ Phone number: \_\_\_\_\_

PROJECT TITLE:

IMPLEMENTING AGENCY Administrator/person with day-to-day responsibility for implementing project (Name, title, agency, address, phone, fax, email)	(Round dollars to nearest thousands)
	TE FUNDS REQUESTED \$ _____
	State Match (11.47%) \$ _____
	Local Match (if included) \$ _____
	TOTAL TE PROJECT COST \$ _____
	<input type="checkbox"/> TE is a stand-alone project.
	<input type="checkbox"/> TE is part of a larger project.
Person who can answer questions about this application (Name, title, phone, fax, email)	PARTNER(S) (Name, title, agency, address, phone, fax)

IF TE IS AN ENHANCEMENT TO A LARGER PROJECT, DESCRIBE LARGER PROJECT (if larger project is programmed, provide PPNo, EA, Project Title; if not currently programmed, describe the project)

Total Project Cost \$ \_\_\_\_\_

PROJECT SCOPE OF PROPOSED TRANSPORTATION ENHANCEMENT ACTIVITIES  
(Describe the project's location, limits of work, size, etc. *Not* the justification or benefits).

NEED AND PURPOSE (Describe how is project above and beyond a standard transportation project)

RELATIONSHIP (TE projects must have a relationship to surface transportation; describe relation to surface transportation)

CONFORMANCE (Describe conformance with Route Concept Report or Transportation Corridor Report and District System Management Plan - ITIP projects only)

CONTEXT SENSITIVE SOLUTIONS (Describe how project reflects Director's policy - ITIP projects only)

## ALTERNATIVES CONSIDERED

WHICH OF THE 12 TE CATEGORIES DOES THE PROJECT ENCOMPASS? (May be more than one.)  
<http://www.dot.ca.gov/hq/TransEnhAct/TransEnact.htm>

1. ☐ Provision of facilities for pedestrians and bicycles
2. ☐ Provision of safety and educational activities for pedestrians and bicyclists.
3. ☐ Acquisition of scenic easements and scenic or historic sites (including historic battlefields).
4. ☐ Scenic or historic highway programs (including the provision of tourist and welcome center facilities).
5. ☐ Landscaping and other scenic beautification.
6. ☐ Historic preservation.
7. ☐ Rehabilitation and operation of historic transportation buildings, structures, or facilities (including historic railroad facilities and canals).
8. ☐ Preservation of abandoned railway corridors (including the conversion and use of the corridors for pedestrian or bicycle trails).
9. ☐ Inventory, control, and removal of outdoor advertising.
10. ☐ Archaeological planning and research.
11. ☐ Environmental mitigation
  - (i) To address water pollution due to highway runoff; or
  - (ii) Reduce vehicle-caused wildlife mortality while maintaining habitat connectivity.
12. ☐ Establishment of transportation museums.

PROJECT LOCATION MAPS (Provide Location Map of project in State/Region and Area Specific Map)

## PART TWO: FUNDING

Prepared by \_\_\_\_\_

Title \_\_\_\_\_

Agency \_\_\_\_\_

Phone \_\_\_\_\_

FAX \_\_\_\_\_

### PROJECT COMPONENT COSTS (round to nearest \$1,000s)

	RTIP	ITIP	OTHER
• E&P (PA&ED)	\$ _____	\$ _____	\$ _____
• PS&E	\$ _____	\$ _____	\$ _____
• Right of Way Capital	\$ _____	\$ _____	\$ _____
• Right of Way Support*	\$ _____	\$ _____	\$ _____
• Construction Support*	\$ _____	\$ _____	\$ _____
Construction Capital	\$ _____	\$ _____	\$ _____

### TOTAL PROJECT COSTS

\$ \_\_\_\_\_

\*Right of way and construction support are for Caltrans implemented projects only

### PRELIMINARY ITEM ESTIMATE - CONSTRUCTION CONTRACT ITEMS

Item	Description	Unit	Quantity	Unit Price	Amount
------	-------------	------	----------	------------	--------

CONTINGENCY (%)

TOTAL CONSTRUCTION CONTRACT ITEMS

**MAINTENANCE** (The enhancement must be maintained in a functional and operational manner as its intended purpose for the expected life cycle for the type of project. If it is not maintained in such a manner, reimbursement of all or a portion of the enhancement funds may be required).

Who will maintain?

What is the source of maintenance funds?

If project is within Caltrans right of way, must be signed by Deputy District Director, Maintenance

DDD Maintenance: \_\_\_\_\_ Date: \_\_\_\_\_

### **PART THREE: INFORMATION AND ASSURANCES**

**Please note the application must be signed by the TE project sponsor below for the project to be considered for funding. The information below is provided to notify all project sponsors of the criteria that shall be used in the selection of eligible TE projects.**

#### **For TE projects proposed for funding from American Recovery and Reinvestment Act of 2009**

Assembly Bill X3-20 added Sections 2420-2423 to the Streets and Highways Code which requires that transportation projects proposed for transportation enhancement activities using federal funds provided specifically by the American Recovery and Reinvestment Act of 2009 be programmed and allocated based on the following priorities:

- (1) In programming and allocating these funds, the department and the metropolitan planning organizations, county transportation commissions, and regional transportation agencies shall give priority to the sponsors of eligible projects that partner with, or commit to employ the services of, a Community Conservation Corps or the California Conservation Corps to construct or undertake the project, provided those projects meet the requirements of the American Recovery and Reinvestment Act of 2009.
- (2) After all eligible projects have been selected pursuant to paragraph (1), the department and the metropolitan planning organizations, county transportation commissions, and regional transportation agencies shall next give priority to projects that provide facilities for pedestrians and bicyclists, provided those projects meet the requirements of the American Recovery and Reinvestment Act of 2009.
- (3) After all eligible projects have been selected pursuant to paragraph (2), the department and the metropolitan planning organizations, county transportation commissions, and regional transportation agencies may fund any project eligible in accordance with paragraph (35) of subdivision (a) of Section 101 of Title 23 of the United States Code.

#### **For projects proposed for funding with all federal TE funds**

Senate Bill 286 (Chapter 373, Statutes of 2008) added Sections 2370-2374 to the Streets and Highways Code which requires the selection of all TE projects to be based on projects which partner with, or commit to employ the services of a Community Conservation Corps or the California Conservation Corps. The department, in consultation with Community Conservation Corps, the California Conservation Corps, the commission, regional transportation planning agencies, county transportation commissions or authorities, and congestion management agencies, developed the following criteria that give priority in the selection of TE projects. The information below is provided to project sponsors to assist them in understanding how projects will be selected. Regional transportation planning agencies, county transportation commissions or authorities, and congestion management agencies, when selecting candidates for transportation enhancement projects, shall utilize the selection criteria below.

The RTPAs are required to use the following criteria in prioritizing and selecting TE projects for programming in the Regional Transportation Improvement Programs (RTIP):

- (1) TE eligible projects whose sponsor is partnering with, or has agreed to employ the services of a Community Conservation Corps or the California Conservation Corps (collectively referred to as corps), shall be selected first for funding (the scope of the work performed by the corps will be identified in page 6 of the TE application);
- (2) After all TE eligible projects described in paragraph (1) have been selected for funding; the remaining eligible TE projects may be selected.

TE Project candidates that meet the following specific categories are exempt from the above selection criteria and may compete on an equal basis with all project candidates in category (1) above:

- (a) Projects that have been selected and programmed in a RTIP prior to June 25, 2009.
- (b) Projects for which no corps will partner with the sponsor or agree to provide services. A project sponsor can request this exemption only by certifying on the TE Application, with the concurrence of the California Conservation Corps and the California Association of Local Conservation Corps, which the sponsor notified both organizations about the available project, but that no corps in the state was prepared to serve as a partner or provide services.

The department, regional transportation planning agencies, county transportation commissions or authorities, or congestion management agencies shall be authorized to enter into cooperative agreements, grant agreements, or procurement contracts with Community Conservation Corps pursuant to the simplified contract requirements authorized by Section 18.36(j) of Title 49 of the Code of Federal Regulations in order to enable community conservation corps to utilize transportation enhancement project funds.

Section 2370(a) of the Streets and Highways Code is specific as to which organizations can be considered as a Community Conservation Corps or the California Conservation Corps. "Community Conservation Corps" shall have the same meaning as defined in Section 14507.5 of the Public Resources Code. Information regarding these organizations is available on the internet at:

<http://www.consrv.ca.gov/dor/grants/Pages/lccc.aspx>  
<http://www.ccc.ca.gov/PARTNER/PARTNERS.HTM>  
[www.calcc.org](http://www.calcc.org)

For the RTPA: Conservation Corps Partner Contact use only:

☐ A corps can participate on the following items of work: \_\_\_\_\_

Name of corps: \_\_\_\_\_ and the contact for the corps is: \_\_\_\_\_  
(Phone number) (Name)

☐ This project is exempt under category (b) above. This exemption allows the project to compete on an equal basis with all other project candidates in the region. Concurred in by: \_\_\_\_\_

California Conservation Corps contact (Print Name)	(Signature)	Date
California Association of Local Conservation Corps contact (Print Name)	(Signature)	Date

**RTPA Conservation Corps Partner Contacts  
For Transportation Enhancement Projects**

AGENCY	CCC Contact Title and Name	Phone Number	Email Address
California Conservation Corps	Regional Deputy for Region 2 Virginia Clark	916-341-3147	virginia.clark@ccc.ca.gov
California Association of Local Conservation Corps (representing the Community Conservation Corps)	Association Manager Scott Dosick	916-285-8743	manager@calcc.org

Project Implementing Agency possesses legal authority to nominate this transportation enhancement and to finance, acquire, and construct the proposed project; and by formal action (e.g., a resolution) the Implementing Agency's governing body authorizes the nomination of the transportation enhancement, including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the Implementing Agency to act in connection with the nomination and to provide such additional information as may be required.

Project Implementing Agency will maintain and operate the property acquired, developed, rehabilitated, or restored for the life of the resultant facility (ies) or activity. With the approval of the California Department of Transportation, the Implementing Agency or its successors in interest in the property may transfer the responsibility to maintain and operate the property.

Project Implementing Agency will give the California Department of Transportation's representative access to and the right to examine all records, books, papers, or documents related to the transportation enhancement activity.

Project Implementing Agency will comply where applicable with provisions of the California Environmental Quality Act, the National Environmental Policy Act, the Americans with Disabilities Act, the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, CTC Guidelines, FHWA Transportation Enhancement Guidance and any other federal, state, and/or local laws, rules and/or regulations.

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If TE funds or projects are used for other than the intended enhancement purposes as defined by federal or state regulations or guidelines, the implementing agency may be required to remit all state and federal enhancement funds back to the state.  
I certify that the information contained in this transportation enhancement activity application, including required attachments, is accurate and that I have read and understand the important information and agree to the assurances on this form.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
(TEA Administering Agency Representative)

Printed (Name and Title) \_\_\_\_\_

Administering Agency \_\_\_\_\_

For State Projects:

Upon receiving an eligibility determination, a Project Nomination Sheet must be submitted to the District for programming.

## **PART FOUR: ICTC TE REGIONAL RANKING QUESTIONS**

### **1. Livability**

Please describe whether and how the project provides the four benefits listed below (limit response to half page per question):

- Enhances or reduces the average cost of user mobility through the creation of more convenient transportation options for travelers;
- Improves existing transportation choices by enhancing points of modal connectivity, increasing the number of modes accommodated on existing assets, or reducing congestion on existing modal assets;
- Improves travel between residential areas and commercial centers or jobs;
- Improves accessibility for economically disadvantaged populations, non-drivers, senior citizens, and/or persons with disabilities.

### **2. Regional Significance**

Please describe whether and how the project improves, enhances or provides access to a regional facility or facilities; and why the project is important to the region (limit response to one page).

### **3. Safety and Security**

Please describe whether and how the project would improve the safety/security of existing transportation choices through improvements or enhancements of existing modal assets. Please include historical facts and data in your response such as the number of incidents, complaints, public comments, accidents or accidents rates as applicable.



## Resolution Supporting Delivery Schedule

TE projects selected for funding will be programmed in the STIP and the FTIP; therefore, STIP “Timely Use of Funds” requirements apply to TE projects. “Timely Use of Funds” requirements in the STIP are more stringent than requirements for projects not programmed in the STIP. This means that TE projects must be awarded and completed based on the following timelines to prevent funds from lapsing:

Funds allocated for local project development or right of way costs must be expended by the end of the second fiscal year following the fiscal year in which the funds were allocated (between 24 to 36 months). Project sponsors must invoice Caltrans for these costs no later than 180 days after the fiscal year in which the final expenditure occurred.

Funds allocated for construction or the purchase of equipment must be encumbered by the award of a contract within six months from the date of approval unless the California Transportation Commission (CTC) approves an extension as described below. After the award of the contract, the local agency or Caltrans has up to 36 months to complete (accept) the contract. At the time of fund allocation, the CTC may extend the deadline for completion of work and the liquidation of funds if necessary to accommodate the proposed expenditure plan for the project. For local grant projects, the local agency has 180 days after contract acceptance to make the final payment to the contractor or vendor, prepare the final Report of Expenditure and submit the final invoice to Caltrans for reimbursement.

To avoid TE funds allocated by ICTC from lapsing, up to 10 points will be assigned to projects that demonstrate the project can be delivered as scheduled under the metrics “Project Readiness.” More importantly, each agency will be required to submit an adopted and certified Council/Board resolution ensuring their project(s) will be delivered as proposed in the application(s). A sample Council/Board resolution is provided on the next page to assist agencies with developing the required resolution.

# Sample Council/Board Resolution

BEFORE THE  
(NAME OF CITY/COUNTY/COUNCIL/BOARD)  
RESOLUTION NO.-\_\_

In the Matter of:

ICTC  
TE Funds

RESOLUTION SUPPORTING  
Project Delivery Schedules and Timely Use of Funds

WHEREAS, section 65 of the 2012 State Transportation Improvement Program (STIP) Guidelines requires the "timely use of funds" to improve project delivery and to prevent federal funds from lapsing to Imperial County and the state; and

WHEREAS, the (City/County) is able to apply for and receive Federal and State funds under the SAFETEA-LU and State requirements; and,

WHEREAS, the (City/County) desires to ensure its projects are delivered in a timely manner to prevent funds from lapsing from Imperial County due to non-delivery; and,

WHEREAS, it is understood by the (City/County) that failure for not meeting project delivery dates for any phase of a project may jeopardize TE funding to the Region; and,

NOW THEREFORE BE IT RESOLVED, that the (City/Council) hereby agrees to ensure all project delivery deadlines for all project phases will be met or exceeded.

BE IT FURTHER RESOLVED, that failure to meet project delivery deadlines may be deemed as sufficient cause for the Imperial County Transportation Commission (ICTC) to terminate an agency's project and reprogram TE funds as deemed necessary.

BE IT FURTHER RESOLVED, the (City/County) does direct its management and engineering staffs to ensure all STIP and SAFETEA-LU projects are carried out in a timely manner as per the requirements of section 65 of the 2012 State Transportation Improvement Program (STIP) Guidelines.

THE FOREGOING RESOLUTION was passed and adopted by the (Council/Board) on September \_\_, 2012.

AYES: Signed: \_\_\_\_\_  
NOES: Mayor, City of (-----)  
ABSTAIN: Chair, Board of (-----)  
ABSENT Chair, (-----) Board  
ATTEST:

I hereby certify that the foregoing is a true copy of a resolution of the (Council/Board) duly adopted at a regular meeting thereof held on the \_\_\_\_\_ day of September 2012.

Signed: \_\_\_\_\_

(-----, City/County Clerk)

## PART ONE: GENERAL PROJECT INFORMATION

### Transportation Enhancement (TE) Application (PSR Equivalent)

TE funds are federal funds and must follow federal funding guidelines and environmental (NEPA) processes

All projects must have an approved eligible application prior to programming in the STIP and FTIP

### PART ONE: GENERAL PROJECT INFORMATION



RTIP TE

ITIP TE

Is the project within Caltrans Right of Way?

☐☐

Are you using Recovery TE Funds?

☐☐

Does this project partner or commit to employ the services of a Community Conservation Corps or the California Conservation Corps?

☐☐

If you answered yes to the above question please list the contact information for the corps.

Corps Name:

Contact Name:

Phone No.:

PROJECT

TITLE:

IMPLEMENTING AGENCY Administrator/person with day-to-day responsibility for implementing project:

Name&Title:

Agency:

Address:

Phone::

Fax:

Email:

(Round dollars to nearest thousands)

TE FUNDS REQUESTED

\$0

State Match (11.47%)

\$0

Local Match (if required)

\$0

TOTAL TE PROJECT COST

\$0

☐ TE is stand-alone project.

☐ TE is part of a larger project.

Person who can answer questions about this application:

Name&Title:

Phone::

Fax:

Email:

PARTNER(S):

Name&Title:

Agency:

Address:

Phone:

Fax:

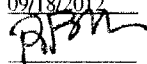
IF THE PROPOSED TE PROJECT IS AN ENHANCEMENT TO A LARGER PROJECT, DESCRIBE LARGER PROJECT (if larger project is programmed, provide PPNo, EA, project Title; if not currently programmed, describe the project).

Total Project Cost (of the larger project including the TE project if applicable)

\$0

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: 09/18/2012

City Manager: 

**FROM:**           **Prepared by:**           Ana Gutierrez, Contract Manager/Labor Compliance

**Presented by:**           Yazmin Arellano, Public Works Director

**SUBJECT:** Authorize Agreement with Airport Engineering Consulting, Inc. for the Preparation of Plans, Specifications, Cost Estimates, Construction Management and Inspection Services for the Brawley Municipal Airport Hangar Area Asphalt Rehabilitation and Drainage Improvements.

**CITY MANAGER RECOMMENDATION:** Authorize Agreement with Airport Engineering Consulting, Inc. for the Preparation of Plans, Specifications, Cost Estimates, Construction Management and Inspection Services for the Brawley Municipal Airport Hangar Area Asphalt Rehabilitation and Drainage Improvements and authorize City Manager to execute all documentation in relation to this project.

**DISCUSSION:**

On June 26, 2012, the Engineering Department advertised a Request for Statement of Interest and Qualifications for Professional Engineering Services & Construction Management for the Hangar Area Asphalt Rehabilitation and Drainage Improvements at the Brawley Municipal Airport. On September 4, 2012, the Council selected Airport Engineering Consulting, Inc. to perform the above mentioned work.

AE Consulting, Inc. is proposing a fixed fee of \$187,190 to provide Professional Engineering Design Services, and a fixed fee of \$279,999 for the Construction Phase and Airport Layout Plan (ALP) Update. Please see attached proposal for detail breakdown.

The fee is considered reasonable and approval is recommended.

**FISCAL IMPACT:**       \$467,180, Federal Aviation Administration Grant FY 2012/2013

**ATTACHMENTS:**       Agreement & Proposal

**CITY OF BRAWLEY**  
**CONSULTING SERVICES CONTRACT**  
**BRAWLEY MUNICIPAL HANGAR AREA ASPHALT REHABILITATION**  
**AND**  
**DRAINAGE IMPROVEMENTS**

- 1.0 **The Parties.** This Contract is made by and between the City of Brawley ("City") and AE Consulting, Inc. ("Consultant").
- 2.0 **Paragraph Headings And Definitions.** Paragraph headings in this Contract are for convenience only, and are not to be construed to define, limit, expand, interpret, or amplify the provisions of this Contract. When initially capitalized in this Contract or amendments hereto, the following words or phrases shall have the meanings specified:
- 2.1 **Best Efforts.** Those efforts that a competent, experienced, and prudent Consultant would use to perform and complete the requirements of this Contract in a timely manner, exercising the degree of care, competence, and prudence customarily imposed on a Consultant performing similar work in the State of California.
- 2.2 **Contract.** This Contract, including all referenced documents, between City and Consultant for the performance of the Work, and any subsequent written modifications or amendments executed by City and Consultant.
- 2.3 **Consultant.** The legal entity that executes this Contract with City to perform the Work.
- 2.4 **Force Majeure.** An act of God, or event beyond the control of a party, including an act or omission of government, act or omission of civil or military authority, strike or lockout, act of a public enemy, war, blockade, insurrection, riot, epidemic, landslide, earthquake, fire, storm, lightning, flood, washout, or civil disturbance which could not have been avoided through the exercise of reasonable care and prudence.
- 2.5 **Contract Manager.** The title of the person designated by City to be its representative with authority to act for City regarding this Contract and the Work of Consultant.
- 2.6 **Work.** All or a part or phase of the obligations undertaken by Consultant pursuant to the Contract.
- 3.0 **Time of Contract.** Consultant shall perform the services required under this Contract within 260 Calendar Days from the date of the award of Contract. (See Exhibit C for details of time).
- 4.0 **Scope of Work.** City hereby retains and engages Consultant, and Consultant accepts such engagement to provide Design Services and Construction Management Services for the Brawley Municipal Airport Hangar Area Asphalt Rehabilitation and Drainage Improvements.
- 4.1 Details of Scope of work are contained in the Proposal for Professional Services, dated September 8, 2012, attached herewith as Exhibit C and by this reference made a part hereof and are here referenced below.
- 4.1.1 Design Phase
- 4.1.2 Bid Phase
- 4.1.3 Construction Phase
- 4.1.4 Post Construction Phase
- 4.1.5 ALP Update
- 5.0 **Manner of Compensation.** For performance of services rendered pursuant to this Contract, City will pay Consultant fee based on the following, subject to the limitation of the maximum expenditure provided herein:
- 5.1 **Lump Sum Fee.** For the performance of services required under this Contract City will pay a lump sum fee of Four Hundred Sixty Seven Thousand One Hundred Eighty (\$467,180) Dollars. Said lump sum

fee shall include, without limitation, payment for all services, including Direct Labor and Direct Non-Labor Expenses.

- 5.2 Maximum Fee. The maximum fee under this Contract shall not exceed Four Hundred Sixty Seven Thousand One Hundred Eighty (\$467,180.00) Dollars without prior express written consent of City. In the event that consultant anticipates the need for services in excess of the amount, the City shall be notified immediately in writing. Details of the Fee Proposal are Included as part of Exhibit C.
- 5.3 Extra Work. Consultant shall not perform extra work of any kind without prior express written consent of City.
- 5.4 Direct Labor Expenses. The actual hourly rate for the employees' labor classification by the hours expended for the accomplishment of the work.
- 5.5 Direct Non Labor Expenses. Shall only be those that directly result from or are needed to facilitate, the accomplishment of direct labor expenses. Direct Non-Labor Expenses shall include the following, so long as such costs are reasonable and identifiable costs directly applicable to the Work.
  - 5.5.1 Testing expenses, such as survey, and specialty sub-Consultants.
  - 5.5.2 Communication expenses, such as telephone, fax, express mail charges and postage;
  - 5.5.3 Reproduction costs, such as printing, copying and binding and:
  - 5.5.4 Travel and subsistence costs, such as airfare, mileage, meals, and accommodations.

#### 6.0 Payment

City shall pay consultant for Services rendered by consultant hereunder on the basis of monthly invoices for the period ending on the final day of the month. City shall pay each invoice within 30 days after receipt. Invoices shall include, project description, the description and breakdown of costs, the month such costs were incurred, total expenses billed to date, invoice number and invoice date. All invoices shall be sent to City. Attention: Yazmin Arellano. See Section 22.2, "Notice and Communications".

- 6.1 Lump Sum Compensation. Monthly progress payments shall be billed and based on the actual percentage of work completed. The progress of the work and payment due shall be recorded on a Progress Payment Form, appearance of which will be approved by City. Percent completion justification shall be part of monthly invoice. See Exhibit B for a sample of a typical invoice.

#### 7.0 Records and Audits

- 7.1 Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City.
- 7.2 Audit. City may perform an audit of the costs of any given Work Order. City shall not have access to Consultant's composition of fixed overhead rates or lump sums, the financial make up of payroll burdens or to any costs expressed as a percentage of direct labor costs.
- 7.3 Document Retention. Consultant shall maintain all above documents and records, which demonstrate performance under this Contract for a minimum of three years, or for any longer period required by law, from the date of termination or completion of this Contract.

#### 8.0 Control of Work.

Consultant shall report on all Work performed for City through City's Contract Manager and any designated representatives. Consultant shall comply with any coordination and completion criteria specified by City, and shall diligently prosecute each phase of the Work.

## **9.0 Ownership of Documents**

- 9.1 **Documents.** Original project documents, including reproducible record prints of drawings, calculations, estimates, designs, specifications, field notes and data prepared in the course of performing the Work shall become the property of City. All final reports including reconnaissance reports, pre-feasibility reports and feasibility reports shall be the property of City. Consultant may retain copies of said documents and reports.
- 9.2 **Confidentiality.** In performing services under this Contract Consultant will gain access to proprietary information concerning City's business and operations. All ideas memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Contract shall be held confidential by Consultant. Consultant shall not, without the prior written consent of City, use such materials for any purposes other than the performance of the work under this Contract. Nor shall such materials be disclosed to any person or entity not connected with the performance of the work under this Contract. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related Industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to the project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Contract in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

## **10.0 Duties of Consultant**

- 10.1 **Degree of Care.** In the performance of its services hereunder, Consultant shall exercise that degree of skill and judgment commensurate with that which is normally exercised by recognized professional Consultants in the same discipline, with respect to services of a similar nature, in accordance with all applicable rules, laws and regulations.
- 10.2 **Licenses.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession.
- 10.3 **Correction of Improper Services.** Consultant shall perform or correct any portions of the work not performed in accordance with the standard of care specified herein, provided that Consultant is notified in writing of nonconformity within a reasonable time after discovery by City of the nonconforming service. Consultant shall perform the remedial services at no additional cost to the City.

## **11.0 Suspension**

City may, upon 10 calendar day written notice, direct Consultant to suspend performance on any or all of the services under the Contract for a specified period of time. If any suspension is not occasioned by the fault of Consultant, this Contract may be supplemented to compensate Consultant for extra costs incurred due to the suspension, provided that any claim for adjustment is supported by appropriate cost documentation, subject to audit, and asserted within twenty days after the date City issues a notice for resumption of the services under the Contract. Consultant shall be entitled to an extension to any work schedule to the extent a delay was caused by the suspension. Upon receipt of a suspension notice, Consultant shall (1) discontinue the Work under the Contract, (2) place no further orders or subcontracts, (3) suspend all orders and subcontracts, (4) protect and maintain all completed Work, and (5) otherwise mitigate City's costs and liabilities for those areas of work suspended. Services under the Contract shall be resumed by Consultant after such suspension on 10 calendar day written notice from City.

## **12.0 Termination**

Under the terms hereunder, City may, at any time and for any reason, terminate this Contract upon not less than 21 day written notice to Consultant. Under such circumstances, this Contract shall terminate on the date set forth in such written notice.

12.1 Termination For Cause. If Consultant shall fail to diligently, timely and expeditiously perform any of its respective obligations under this Contract, and such failure shall have continued for 10 days after City has delivered written notice thereof to Consultant; or Consultant shall make a general assignment for the benefit of its creditors, a receiver or trustee shall have been appointed on account of Consultant's Insolvency, Consultant otherwise shall be or become insolvent, or an order for relief shall have been entered against Consultant under Chapter 7 or Chapter 11 of Title 11 of the United States Code; or Consultant otherwise shall be in default under the Contract and such default shall not have been cured within 10 days after City has delivered written notice to Consultant; then, City, upon 7 days' prior written notice to Consultant, immediately may terminate this Contract for cause.

12.1.1 Upon termination of this Contract for cause, Consultant shall be entitled only to payment of that portion of services performed for which Consultant has not been paid and which Consultant has actually satisfactorily performed, up to the date of such termination; provided, however, that: No allowance shall be included for any out-of-pocket costs and expenses incurred by Consultant by reason of the termination of this Contract.

12.1.2 Nothing contained in this Contract shall limit in any manner any rights or remedies otherwise available to City by reason of a default by Consultant under this Contract including, without limitation, the right to seek full reimbursement from Consultant for all costs and expenses incurred or to be incurred by City by reason of Consultant's default hereunder and which City would not have otherwise incurred if Consultant had not defaulted hereunder.

12.2 Termination For Convenience - In the event that City terminates this Contract for reasons other than those set forth above Consultant shall be entitled to payment for services performed which have not been paid to Consultant and which shall compensate Consultant for all services actually and satisfactorily performed by Consultant up to the date of such termination.

12.3 Duties of Consultant Upon Termination - Upon any termination of this Contract Consultant shall:

12.3.1 Discontinue all of its services under the Contract from and after the date of the notice of termination, except as may be required to complete any item or portion of work to a point where discontinuance will not cause unnecessary waste or duplicative work or cost.

12.3.2 Cancel, or, if so directed by City, transfer to City all or any of the commitments and Contracts made by Consultant relating to the services, to the extent they may be canceled or transferred by Consultant.

12.3.3 Transfer to City in the manner, to the extent, and at the time directed by City, all supplies, materials and other property produced as a part of, or acquired in the performance of Consultant's services.

12.3.4 Take such other actions as City may reasonably direct.

### 13.0 Insurance

Consultant agrees to provide insurance in accordance with the requirements set forth herein. If Consultant uses existing coverage to comply with these requirements and that coverage does not meet the requirements, Consultant agrees to modify the existing coverage to do so. The following coverages will be provided by Consultant and maintained on behalf of City and in accordance with the following requirements:



- 13.1 Commercial General Liability Insurance. Commercial General Liability coverage provided on an occurrence form or equivalent. No claims made or modified occurrence forms will not be accepted. Total limits for all coverages shall be no less than \$1,000,000 per occurrence and general aggregate.
- 13.2 Business Auto Liability Insurance. Business auto coverage written on an ISO Business Auto Coverage form including symbol 1 (Any Auto). Limits shall be no less than \$1,000,000 per accident.
- 13.3 Workers' Compensation. Workers' Compensation coverage providing workers' compensation statutory benefits as required by law. (This provision shall not apply if Consultant has no employees performing work under this Agreement, however, in such case Consultant must sign the "Certificate of Exemption from Workers Compensation Insurance" included below.)
- 13.4 Professional Liability Insurance – Professional liability (Errors and Omissions) coverage shall be maintained with policy limits of not less than \$1,000,000 effective during the pendency of the work which is the subject of this Contract and covering claims made not less than one year following completion of work.

#### **14.0 Indemnification**

Consultant and City shall both indemnify each other in proportion to their comparative fault as established under California law.

#### **15.0 Relationship of Parties**

Consultant shall, for all purposes, be an independent contractor as to City and under no circumstances shall the relationship of employer and employee arise between the agents or employees of Consultant and City.

#### **16.0 Assignment and Subcontracting**

- 16.1 Non-Assignment. A substantial inducement to City for entering into this Contract is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Contract will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Contract without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
- 16.2 Successors and Assigns. This Contract shall be binding upon the successors and assigns of each of the parties hereto in respect to all of the provisions hereof. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any of the parties, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract.

#### **17.0 Laws and Regulations**

Consultant will comply in the performance of the Contract with all laws and regulations applicable to Consultant in its performance of the Contract.

#### **18.0 Force Majeure**

In the event either party by reason of a Force Majeure is rendered unable to perform its duties under this Contract then upon the party giving written notice of the particulars and estimated duration of Force Majeure to the other party within 5 calendar days after knowledge of the occurrence of the Force Majeure, the party may have the time for performance of its duties extended for the period equal to the time performance is delayed by the Force Majeure. The effects of the Force Majeure shall be remedied with all reasonable dispatch, and the party giving notice shall use Best Efforts to eliminate and mitigate all consequences. A Force Majeure for which notice has not been given shall be an un-excused delay.

**19.0 Attorneys' Fees**

If either party to this Contract shall bring any action, claim, appeal, or alternative dispute resolution proceedings, for any relief against the other, declaratory or otherwise, to enforce the terms of or to declare rights under this Contract (collectively, an Action), the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs incurred in bringing and prosecuting such Action and/or enforcing any judgment, order, ruling, or award (collectively, a Decision) granted therein. Any Decision entered in such Action shall provide for the recovery of attorneys' fees and costs incurred in enforcing such Decision. The court or arbitrator may fix the amount of reasonable attorneys' fees and costs on the request of either party. For the purposes of this paragraph, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post-judgment motions and collection actions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. "Prevailing party" within the meaning of this paragraph includes, without limitation, a party who agrees to dismiss an Action on the other party's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief it seeks.

**20.0 Governing Law and Venue**

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of California. All actions or proceedings arising in connection with this Contract shall be tried and litigated exclusively in State court located in the County of Imperial, State of California and Federal court located in the County of San Diego, State of California. The aforementioned choice of venue is mandatory, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Contract in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or a similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the Counties of Imperial and San Diego, respectively, California, shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute or proceeding arising out of or related to this Contract. Each party hereby authorizes service of process sufficient for personal jurisdiction in any action against it at the address and in the manner for the giving of notice as set forth in this Contract.

**21.0 Integration**

This Contract and any exhibits hereto, as well as other documents referred to in this Contract, constitute the entire Contract between the parties with regard to the subject matter hereof and thereof. This Contract supersedes all previous Contracts between or among the parties. There are no Contracts, representations, or warranties between or among the parties other than those set forth in this Contract.

**22.0 Authorized Representatives and Notices**

22.1 Representatives. Prior to commencement of the work under the Contract, City and Consultant shall agree on the designation of a representative authorized to act in behalf of each party.

22.2 Notice and Communications. All communications relating to the day-to-day activities under this Contract shall be exchanged between the representatives of City and Consultant. All legal notices and communications required under or related to this Contract shall be in writing, and shall be delivered personally or mailed by certified mail, postage prepaid, return receipt requested, to the representatives of City and Consultant identified below. Notice shall be effective on the date of delivery.

TO: City of Brawley  
Yazmin Arellano, Public Works Director  
180 South Western Avenue  
Brawley, CA 92227  
Phone: (760) 344-5800 Ext. 19  
Fax: (760) 344-5612  
E-mail: yarellano@brawley-ca.gov

TO: AE Consulting, Inc.  
Peter D. Bonello, P.E.  
143 Yorba Street  
Tustin, CA 92780  
Phone: (714) 573-1211  
Fax: (714) 573-1214

22.3 A party may change or supplement the information exchanged concerning authorized representatives and notices by giving the other party written notice of the new information in the manner set forth above.

**23.0 Waiver**

The failure of City to insist upon strict performance of any of the terms and conditions of this Contract, or to exercise or delay the exercise of any rights or remedies provided by this Contract or by law, or the acceptance of work or payment for work shall not release Consultant from any of the responsibilities or obligations imposed by law or by this Contract and shall not be deemed a waiver of any right of City to insist upon strict performance of this Contract. None of the provisions of the Contract shall be considered waived by either party except when such waivers are agreed upon in writing by the parties.

**24.0 Survival of Obligations and Liabilities**

The termination, cancellation, or acceptance of the work under the Contract shall not relieve Consultant of its obligations for work completed prior to the effective date of such termination, cancellation, or acceptance, nor shall it relieve Consultant of its liabilities at law or under this Contract.

**25.0 Severability**

If any provision of this Contract or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each such provision shall be valid and enforceable to the fullest extent permitted by law. However, if either party in good faith determines that the finding of illegality or un-enforceability adversely affects the material consideration for its performance under this Contract such party may, by giving written notice to the other party, terminate this Contract.

**26.0 Execution and Effective Date.** This Contract has been executed by the duly authorized officers of the parties and shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Dated: \_\_\_\_\_, 2012.

CITY OF BRAWLEY

**ATTEST:**

By: \_\_\_\_\_  
Rosanna Bayon Moore, City Manager

By: \_\_\_\_\_  
Alma Benavides, City Clerk

Dated: \_\_\_\_\_, 2012.

CONSULTANT

By: \_\_\_\_\_  
Peter D. Bonello, P.E.

**CITY OF BRAWLEY**

**EXHIBIT A  
SCOPE OF SERVICES**

**CONSULTANT SERVICES CONTRACT  
BRAWLEY MUNICIPAL AIRPORT TAXIWAY REHABILITATION PROJECT**

**Consultant: AE Consulting, Inc.  
Date: April 25, 2011**

**1.0 General Scope of Work**

The General Scope of Work is for Consultant to provide Design Services and Construction Management Services for the Brawley Municipal Airport Taxiway Rehabilitation Project.

**2.0 Specific Scope of Work**

2.1 Details of Scope of work are contained in the Proposal for Professional Services, dated April 25, 2011, attached herewith as Exhibit A and by this reference made a part hereof.

**EXHIBIT B**

**Typical Monthly Invoice**

**Consultant's Letterhead**

City of Brawley

Project Title: **Brawley Municipal Airport Taxiway Rehabilitation Project**

Project No: \_\_\_\_\_

Services from: (Date) to (Date)

Total Contract Amount  
Previously Billed  
Current Billing  
Billed to Date  
Amount Remaining  
Percent Completion\*  
Total This Invoice

\*Percent Completion shall be justified and be part of the invoice.

Attach backup information, if applicable.

EXHIBIT C

**AE Consulting, Inc.**  
AIRPORT ENGINEERING



143 Yuba Street  
Eureka, CA 92780

(714) 775-1211  
(714) 775-1211 fax

September 8, 2012

Ms. Yazmin Arellano  
Public Works Director  
City of Brawley  
180 South Western Avenue  
Brawley, CA 92227

**RE: Fee Proposal for Engineering Services for the Hangar Area Asphalt Rehabilitation and Drainage Improvements**

Dear Ms. Arellano:

We are pleased to provide this scope and fee proposal for AE Consulting, Inc. (AE) to provide engineering services for the Hangar Area Asphalt Rehabilitation and Drainage Improvements at the Brawley Municipal Airport (BWC).

**Project Description**

The Project involves the asphalt concrete pavement rehabilitation of the apron areas leading up to and surrounding the hangars located in the southeast part of the airport, an area of approximately 41,000 square yards, to be funded in part by an FAA grant. The method of pavement rehabilitation will be determined during design and will most likely involve pavement reconstruction and the installation of drainage facilities.

**Scope of Work**

AE will prepare a pavement assessment and geotechnical investigations to determine the most appropriate method of rehabilitation. A preliminary engineer's report will be prepared that will document the opportunities and constraints of the site and will describe the design criteria used in developing recommended solutions. The method of rehabilitation will also take into consideration the grades and geometry of the apron areas. 25% complete plans of the recommended design will be prepared for presentation to the City. Following review of the preliminary engineering by the City, AE will prepare the 95% complete plans and specifications and engineer's estimate. Specifications will be prepared in accordance with FAA specifications. AE will provide the City with bidding assistance and shall manage the construction of the project. AE will provide inspection and testing services. AE will prepare and submit FAA Forms 5370 during construction and a Final Engineer's report at project completion. AE will also assist the City in producing the necessary certifications and close-out documents from the Contractor.

AE will prepare a new ALP to be submitted to the FAA for approval. Since the original ALP was last approved by the FAA in December of 2000, many aspects of the ALP are out of date and need revisiting in accordance with the current FAA ALP requirements.

[www.airportengineering.com](http://www.airportengineering.com)

BRAWLEY MUNICIPAL AIRPORT  
HANGAR APRON REHABILITATION  
ENGINEERING SERVICES FEE BREAKDOWN

Task Description	Phase						Subtotal	Subtotal
	PM/PE	CE	Des	Adm	OCs			
<b>1 Preliminary Design</b>								
1.01 Project Set-Up & Management	24						\$ 3,980	
1.02 Site visit / assessment	8				250		\$ 1,570	
1.03 Geotechnical Investigations	8			4	19550		\$ 21,150	
1.04 Topographic Surveys	24			4	25000		\$ 29,240	
1.05 Records research/Utilities/Pwmt	8			4			\$ 1,600	
1.06 Base Mapping, Generate contours	4	24					\$ 4,020	
1.07 Pavement Rehab Design Alternatives	12	8	8				\$ 3,820	
1.08 Apron preliminary grading	16	8	8				\$ 4,480	
1.09 Incidental Infield Grading	4	8	8	2			\$ 2,640	
1.10 Preliminary Drainage Improvements	4	8	8	2			\$ 2,640	
1.11 Preliminary Duct Bank	4	8	8	2			\$ 2,640	
1.12 Construction Phasing	4	12	8	2			\$ 3,200	
1.13 Temporary Facilities	4	12	8	2			\$ 3,200	
1.14 Preliminary Engineer's Estimate	8	24	36	2			\$ 8,080	
1.15 Preliminary Engineer's report	16		8	3	100		\$ 4,020	
1.16 Review Prel Engineering with City	8				250		\$ 1,570	
<b>2 Design Development</b>								
2.01 Coordination/PM	24						\$ 3,980	
2.02 Title Sheet and general layout Plan	2	8	8				\$ 2,170	
2.03 Erosion Control Plan	4	12	8				\$ 3,000	
2.04 Phasing Plans & Temp Facilities	4	8	16				\$ 3,220	
2.05 Pavement Plans	8	14	32				\$ 6,160	
2.06 Grading Plans	4	16	24				\$ 5,060	
2.07 Cross sections	24	40	80				\$ 16,760	
2.08 Pavement Details	4	8	12				\$ 2,860	
2.09 Drainage Improvements	8	24	12				\$ 5,760	
2.10 Drainage Details	4	16	12				\$ 3,380	
2.11 Pavement Marking Plans	2	4	8				\$ 1,610	
2.12 Marking Details	1	2	4				\$ 805	
2.13 Standard Plans and Details	2	8	16				\$ 2,890	
2.14 Technical Specifications	40	8		3	50		\$ 8,330	
2.15 Engineer's estimate	2	8	16	2			\$ 3,030	
2.16 Plot set	1		16		200		\$ 1,605	
2.17 Present 95% designs to City	3				250		\$ 1,570	
<b>3 Final Design</b>								
3.01 Finalize Plans	8	16	24				\$ 5,720	
3.02 Finalize Specifications	16			8			\$ 3,200	
3.03 Finalize Estimate	4	16					\$ 2,900	
3.04 Plot, Print and Submit PS&Es	4	4	8	1	1200		\$ 3,210	
3.05 Assist City with General Conditions	8						\$ 1,320	
								\$ 187,190
<b>4 Bid Phase</b>								
4.1 Pre-Bid Meeting	8				250		\$ 1,570	
4.2 Respond to Bidders Questions	8						\$ 1,320	
								\$ 2,890
<b>5 Construction Phase (170 days)</b>								
5.1 Project Set-Up/Management	40						\$ 6,600	
5.2 Prepare, Run, Follow-up Pro-Con	24				250		\$ 4,210	
5.3 Contractor Correspondence/Payments review	40						\$ 5,600	
5.4 Review Contractor Submittals	60				200		\$ 10,100	
5.5 Change Order Preparation	12	24	24		200		\$ 7,700	
5.6 Respond to RFIs	40						\$ 5,600	
5.7 Construction Management/Inspection (20 weeks)	180	300			7500		\$ 145,900	
5.8 Testing	24			12	55000		\$ 59,800	
								\$ 247,510
<b>6 Post Construction Phase</b>								
6.1 Prepare Record Drawings	8	8	24		150		\$ 4,750	
6.2 Final Engineer's Report	40			16	50		\$ 7,770	
								\$ 12,520
<b>7 ALP Update</b>								
7.1 Revisit all aspects of ALP per checklist	24				200		\$ 4,160	
7.2 Prepare ALP Narrative	24						\$ 3,960	
7.3 ALP Update	8	12	36				\$ 6,240	
7.4 Plot Print Deliver		2		2	200		\$ 820	
7.5 Finalize ALP Post FAA Review	8		8		50		\$ 2,090	
								\$ 17,070
<b>Project Total</b>	<b>388</b>	<b>1170</b>	<b>488</b>	<b>81</b>	<b>110900</b>		<b>\$ 467,180</b>	

As a part of this process, AE will describe all of the changes made to the old ALP in developing the new one with a description of the reasons why. This narrative will include all of the items listed in the FAA's ALP checklist. AE will provide up to 6 copies to the City for forwarding to the FAA.

### **Fees**

AE will provide the above described services for the lump sum fee of \$467,180. The fee is based on the key assumption that the project construction will be limited to no more than two phases. A breakdown of this fee is attached. Fees will be billed monthly as a percent complete of the following milestone amounts:

Design Phase	\$187,190
Bid Phase	\$ 2,890
Construction Phase	\$247,510
Post Construction Phase	\$ 12,520
ALP Update	\$ 17,070
Total	\$467,180

### **Schedule**

AE will complete the designs within three (3) months after receiving written authorization to proceed. The bidding period will be as scheduled by the City. AE will attend a pre-bid meeting and provide any needed responses to the bidder's questions during the bidding period. A four week period is assumed for the pre-construction phase after the contract is awarded to the lowest responsible bidder. The construction management services are based on an assumed construction duration of 170 calendar days. During this time the Contractor will be required to make the necessary submittals for review and approval. The Post construction period will follow with preparation of record drawings and the final engineer's report and will be complete three (3) weeks after the project is deemed complete. The ALP Update will be performed after construction is complete.

Thank you for the opportunity to provide this proposal. Please do not hesitate to call me with any questions that you may have in this regard at (714) 573-1211.

Sincerely,  
AE Consulting, Inc.



Peter D. Bonello, P.E.  
President and Principal Civil Engineer

Attachment: Fee breakdown





**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date:

09/18/2012

City Manager

*RBW*

**FROM:**

**Prepared By:** Ana Gutierrez, Contract Manager

**Presented By:** Yazmin Arellano-Torres, P.E., Public Works Director

**SUBJECT:**

Award Bid to \_\_\_\_\_ for Project No. 2012-16A, Readvertisement of Emergency Operations Center & Police Department Painting and Flooring Remodel in an amount of \$\_\_\_\_\_.

**CITY MANAGER RECOMMENDATION:**

Award Bid to \_\_\_\_\_, for Project No. 2012-16A, Readvertisement of Emergency Operations Center & Police Department Painting and Flooring Remodel for \$\_\_\_\_\_ and authorize the City Manager to execute all documentation in relation to this project.

**DISCUSSION:**

In August 2010, the City applied for a grant through the California Emergency Management Agency (Cal EMA) Emergency Operations Center Grant Program. On October 20, 2010, The City of Brawley was awarded a Grant for \$500,000 for the construction of a new Emergency Operations Center.

The Police Department has funds available from the Asset Forfeiture account for the Painting and Flooring Remodel of the existing Police Station. The Asset Forfeiture is derived from seizures that the City Police Department participates in and the City's Police Department is given a percentage to be spent on various approved Police Department projects.

Both projects were combined to achieve economies of scale and minimize construction impacts to the Police Department operations.

On October 19, 2011, the City entered into an Agreement with STK Architecture for the design of the above mentioned projects.

On June 29, 2012, the City of Brawley, Engineering Department advertised Project No. 2012-16 Emergency Operations Center & Police Department Painting and Flooring Remodel.

On July 30, 2012. One (1) bid was received. Values were beyond the staff estimate.

On July 31, 2012 the Council rejected the bid for Emergency Operations Center & Police Department Painting & Flooring Remodel. m/s/c Miranda/ Couchman 5-0

On August 17, 2012, the City of Brawley Engineering Department readvertised Project No. 2012-16A Emergency Operations Center & Police Department Painting and Flooring Remodel.

On September 17, 2012, \_\_\_\_\_ bids were received as follows:

_____	\$ _____
_____	\$ _____
_____	\$ _____

**FISCAL IMPACT:** \$500,000 from U.S. Department of Homeland Security Grant &  
\$165,000 from U.S. Department of Justice Forfeiture Fund for Fiscal  
Budget 2012/2013 Police Department

**ATTACHMENTS:** Bid Summary

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: 09/18/12

City Manager: BBM

**PREPARED BY:** Steven Sullivan, P.E., Associate Civil Engineer

**PRESENTED BY:** Yazmin Arellano-Torres, P.E., Public Works Director

**SUBJECT:** Consent to Common Use Agreement Between the City of Brawley and the California Department of Transportation regarding the Schellenberger Lateral Drain and State Highway 111.

**CITY MANAGER RECOMMENDATION:** Execute Consent to Common Use Agreement Between the City of Brawley and the California Department of Transportation regarding the Schellenberger Lateral Drain and State Highway 111.

**DISCUSSION:**

Consent to Common Use Agreement 31771-1 preserves the City's easement over the Schellenberger Lateral Drain in the vicinity of the new State Highway 111 along Best Road. Furthermore, the agreement provides provisions for the City's ability to maintain said utility easement without a permit from the State. Only prior notification is required. Also, in the event the utility requires rearrangement, relocation, reconstruction, or removal by the State, the City will be reimbursed for compliance.

**FISCAL IMPACT:** None at this time

**ATTACHMENTS:**

1. Consent to Common Use Agreement 31771-1

STATE OF CALIFORNIA HIGHWAY USAGE  
STATE BUSINESS FREE GOVT. CODE 6103  
DEPARTMENT OF TRANSPORTATION

When recorded mail to:

Utilities Relocation Branch Chief  
State of California  
Department of Transportation  
4050 Taylor Street, MS-310  
San Diego, CA 92110

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

Space above this line for Recorder's Use

CONSENT TO COMMON USE AGREEMENT

11	IMP	78	13.8
Dist	Co	Rte	Post

Document No. 31771-1

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the CITY OF BRAWLEY, hereinafter called "Owner", and the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter called "State".

WITNESSETH

WHEREAS, Owner is in possession of certain rights of way and easements, hereinafter referred to as "Owner's easement", and described as follows:

A Right of Way Deed to the IMPERIAL IRRIGATION DISTRICT, its successors and assigns forever, a right of way 15 feet in width across, lying parallel with and adjacent to, on the west side of and in addition to the existing right of way for the Schellenberger Lateral Drain now constructed along the east side of the E. ½ of the N. ½ of Tract 78 of that certain piece or parcel of land situated in the County of Imperial, State of California, and particularly described as follows, to-wit:

E. ½ of the N. ½ of Tract 78, T. 13 S., R. 14 E., S.B.B. and M.,

recorded September 14, 1936, Book 360, Page 142 in the office of the County Recorder of Imperial County, California.

and

WHEREAS, State has acquired certain lands for highway purposes in the vicinity of the City of Brawley, County of Imperial on State Road IMP-78 Expressway, hereinafter referred to as "highway right of way", which said highway right of way is subject to Owner's easement;

and

WHEREAS, the highway right of way occupies a portion of Owner's easement and is subject to said easement which said portion is hereinafter referred to as "area of common use", and is described as follows:

The area of common use as shown on Consent to Common Use Agreement Map No. 31771-1, sheets 1-2, copies of which are attached to and made a part of this agreement.

NOW, THEREFORE, Owner and State hereby mutually agree as follows:

1. Owner hereby consents to the construction, reconstruction, maintenance or use by State of a highway over, along and upon Owner's easement in the area of common use upon and subject to the terms and conditions herein contained.
2. State acknowledges Owner's title to Owner's easement in said area of common use and the priority of Owner's title over the title of State therein. Owner has and reserves the right and easement to use, in common with the public's use of said highway, said area of common use for all of the purposes for which Owner's easement was acquired, without need for any further permit or permission from State. Except in emergencies, Owner shall give reasonable notice to State before performing any work on Owner's facilities in said area of common use where such work will be performed in, on or over the traveled way or improved shoulders of said highway or will obstruct traffic. In all cases, Owner shall make adequate provision for the protection of the traveling public.
3. Owner's facilities in the new location are located entirely outside the freeway fence. This paragraph is therefore not applicable.
4. In the event that the future use of said highway shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Owner's facilities then existing in said area of common use the State shall notify Owner in writing of such necessity and agree to reimburse Owner on demand for its costs incurred in complying with such notice. Owner will provide State with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by State, Owner will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Owner shall make adequate provisions for the protection of the traveling public. No further permit or permission from State for such rearrangement shall be required and if such rearrangement shall require the relocation of any of Owner's facilities outside of said area of common use, State will (1) enter into the standard form of Joint Use Agreement covering the new location of Owner's easement within the highway right of way, (2) provide executed document(s) granting to Owner good and sufficient easement outside of the highway right of way if necessary to replace Owner's easement or any part thereof, and (3) reimburse Owner for any costs it may be required to expend to acquire such easement, provided it is mutually agreed in writing that Owner shall acquire such easement.
5. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any provision of Owner's easement. Both State and Owner shall use said new location in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Owner or State may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either State or Owner in such a manner as to cause an unreasonable interference with the use of said new location by the other party.
6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective officials thereunto duly authorized.

RECOMMENDED FOR APPROVAL:

OWNER: CITY OF BRAWLEY, CA

\_\_\_\_\_  
GREG GUTIERREZ, Chief  
Utility Relocation Branch  
Right of Way Division

By \_\_\_\_\_

By \_\_\_\_\_

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

Director of Transportation

By \_\_\_\_\_  
JANET SCHAFFER  
Deputy District Director  
Right of Way Division  
Attorney in Fact

IMPERIAL COUNTY

BRAWLEY CITY  
LIMIT  
IMPERIAL COUNTY

COUNTY OF IMPERIAL  
T. 13 S. R. 14 E. S. B. M.

BEST ROAD

SHANK ROAD

78

SLIDER RD

BRAWLEY

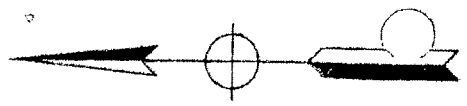
CCUA 31771-1  
TO CITY OF BRAWLEY  
FOR SCHELLENGER DRAIN

BEEF

WAY

SOUTHERN PACIFIC RAILROAD

079



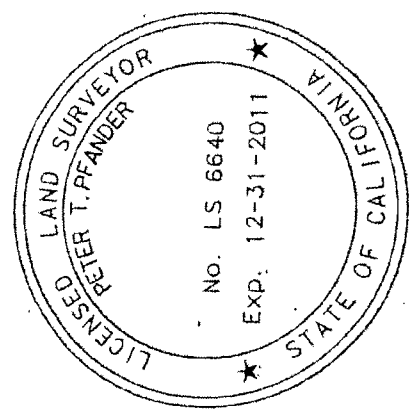
This map has been prepared by me,  
or under my direction, in conformance  
with the Professional Land Surveyors' Act.

Signature

*Peter T. Pfander*

Date

10/6/2011



STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION DISTRICT 11			
CONSENT TO COMMON USE AGREEMENT NO. 31771-1			
RIGHT OF WAY MAP NO.	ROUTE	POST MILES	SCALE
IMP	78	13.8	NONE
POR. 77575K			SHEET 1 OF 2

E.A. 167882

SHANK ROAD TRACT 90

COUNTY OF IMPERIAL  
T. 13 S. R. 14 E. S.B.M.

15' WIDE IMPERIAL IRRIGATION DISTRICT EASEMENT  
FOR: SCHELLENBERGER DRAIN  
DOC: BK 360 PG 142 O.R.  
REC: 9-14-1936

11-IMP-78

KP R22.0  
PM 13.7

232

233

234

235

080

NORTH 1/2 TRACT 78

TRACT 80

ROAD

SCHELLENBERGER DRAIN

BEST

CCUA 31771-1

TO: CITY OF BRAWLEY  
FOR: SCHELLENBERGER DRAIN

BRALWEY BEEF WAY

LEGEND

- CCUA BOUNDARY
- ACCESS CONTROLLED R/W
- ACCESS OPENING

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
DISTRICT 11



CONSENT TO COMMON USE  
AGREEMENT NO. 31771-1

RIGHT OF WAY MAP NO.	ROUTE	POST MILES	SCALE
COUNTY	78	13.8	NONE
IMP			

Por. 77614m

E.A. 167882

SHEET 2 OF 2



**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: 09/18/12  
City Manager: RBM

**PREPARED BY:** Steven Sullivan, P.E., Associate Civil Engineer

**PRESENTED BY:** Yazmin Arellano-Torres, P.E., Public Works Director

**SUBJECT:** Community Assistance Program (CAP) Grant

**CITY MANAGER RECOMMENDATION:** Accept Grant from the Border Environment Cooperation Commission (BECC) and North American Development Bank (NADB) under the Community Assistance Program (CAP) Program for the Rehabilitation of Sewer Lift Station No. 2 and Emergency Back-Up Generator for Sewer Lift Station No. 1 and commit a 10% local match.

**DISCUSSION:** The City of Brawley applied for Funding from the Border Environment Cooperation Commission (BECC) and North American Development Bank (NADB) under the Community Assistance Program (CAP) in February 2012. BECC and NADB provide funding for water and wastewater projects in the US-Mexico border region.

The City applied to rehabilitate Lift Station No. 2 located on Richard Ave. between Steven St. and Ronald St. and to install an emergency generator at Lift Station No. 1 located on S. 9<sup>th</sup> St. between Malan St. and the future extension of Wildcat Dr.

On July 25, 2012, the City was informed that the project was granted funding for the aforementioned project. At the July 31, 2012 City Council meeting, the City Council was informed that there was no local match. Per the CAP guidelines that were defined after the City's notification a 10% local cash match shall be required.

**FISCAL IMPACT:** Local match of 10% of the total project cost, \$50,000 from Wastewater Enterprise Fund

**ATTACHMENTS:**

1. Community Assistance Program (CAP) Award Letter



Border Environment Cooperation Commission /  
Comisión de Cooperación Ecológica Fronteriza



North American Development Bank /  
Banco de Desarrollo de América del Norte

July 25, 2012

Yazmin Arellano  
Public Works Director - City of Brawley  
180 S. Western Avenue  
Brawley, CA 92227

Subject: Community Assistance Program (CAP) Selection Process Results

Dear Ms. Arellano:

We are pleased to inform you that the project application for the **Sewer Lift Station No. 2 Rehabilitation and Emergency Back up Generator for Sewer Lift Station No. 1 / Brawley**, submitted to the Border Environment Cooperation Commission (BECC) and the North American Development Bank (NADB) for consideration through the CAP Selection Process, has been selected to receive funding.

**All project development activities, including final design, must be submitted to the BECC upon receiving this letter.** The period from Board certification and CAP funding approval to the initiation of project implementation shall not exceed nine (9) months. Projects that do not comply with this deadline will be subject to cancellation.

A BECC project management team has been assigned to assist you in the development of your project and will contact you to further develop an implementation strategy for the project, including the identification of critical tasks necessary to access CAP funds and a comprehensive work plan and schedule focused on meeting program requirements.

We appreciate your efforts in the competitive process and your commitment to addressing health and environmental issues on the U.S.-Mexico border. Should you have any questions, please do not hesitate to contact us.

Sincerely,

Maria Elena Giner, P.E.  
BECC General Manager

Gerónimo Gutiérrez  
NADB Managing Director

c.c. Henry Sauvignet, Administration Director, NADB  
c.c. Renata Manning, Projects Director, BECC.  
c.c. Jorge Silva, Program Specialist, NADB.  
c.c. Carlos Acevedo, Project Manager, BECC.



NORTH AMERICAN DEVELOPMENT BANK

**COMMUNITY ASSISTANCE PROGRAM (CAP)**

**PROGRAM GUIDELINES**

**INTRODUCTION**

The North American Development Bank (NADB) created the Community Assistance Program (CAP) to support critical environmental infrastructure projects for sponsors with limited or no capacity to incur debt. The grant program focuses on low-income communities in the U.S.-Mexico border region.

**FUNDING**

The CAP program will be funded out of NADB's retained earnings, in amounts periodically reviewed and approved by the Board of Directors, subject to the availability of funds.

**ELIGIBILITY**

In order to be eligible for a CAP grant, a project sponsor must meet the following criteria:

A. Project Location

CAP grants are available for projects located in the U.S.-Mexico border region, defined as the area within 100 kilometers north and 300 kilometers south of the international boundary between the United States and Mexico (the "border region").

B. Debt Capacity

CAP grants are available to project sponsors with limited or no debt capacity.

C. Income

CAP grants are available for projects that benefit communities (i) in the United States with median household income (MHI) at or below the average of the MHI of U.S. communities in the border region or (ii) in Mexico with average household income at or below the average household income of Mexican communities in the border region.

D. Type of Projects

CAP grants are available for public projects in all sectors eligible for NADB financing, with priority given to drinking water, wastewater and solid waste infrastructure. Projects that receive grants from the Border Environment Infrastructure Fund (BEIF) are ineligible for grants from the CAP.

## **MAXIMUM GRANT AMOUNT AND ELIGIBLE USES**

Projects may receive a CAP grant for up to US\$500,000. Grants may be used for project construction and related costs, including final design, project management and supervision, as well as other project components, such as equipment.

## **PROJECT SPONSOR CONTRIBUTION**

The project sponsor must contribute at least 10% of the total project cost in the form of cash. On a case-by-case basis, in-kind contributions such as land, equipment, or other tangible assets or cost components of a project may be considered towards fulfilling this contribution.

## **APPLICATION, PRIORITIZATION AND FUNDING PROCESS**

1. An initial call for CAP grant applications will be announced by NADB and BECC, and such call will include a detailed list of information to be submitted by grant applicants. Applicants will have a period of 90 days after the initial call to submit their applications. Once the applications have been collected, NADB and BECC will prioritize projects for certification and CAP funding by considering the following factors:
  - A. Project sponsors with the greatest financial need will be given higher priority. Projects will be ranked based on the distribution of median (for U.S. communities) or average (for Mexican communities) household income of the beneficiary. The lower the percentile range that the beneficiary falls into the scale, the higher the priority. Projects in the lower percentile range (10<sup>th</sup>, 20<sup>th</sup>, 30<sup>th</sup> percentile) will be given greater priority than those in a higher range.
  - B. Project sponsors with a high level of project readiness (i.e. status of project design and environmental clearance) will be given higher priority.
2. BECC will initiate its certification process for each of the prioritized projects.
3. NADB will perform a financial analysis for each of the prioritized projects in order to determine each project's financial needs, including debt capacity and the appropriate amount of CAP funding.
4. All CAP certification and funding proposals will be submitted to the Board of Directors for approval.
5. The period from Board certification and CAP funding approval to the initiation of project implementation shall not exceed nine (9) months. Projects that do not comply with this deadline will be subject to cancellation.
6. NADB's procurement policies and procedures shall apply to all CAP projects, and supervision of project design, construction and follow-up will be consistent with existing NADB and BECC procedures.

## **PROGRAM ASSESSMENT**

NADB will perform an annual CAP audit and evaluation. This report will be presented to the Board of Directors.

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: 09/18/12  
City Manager: 

**PREPARED BY:** Steven Sullivan, P.E., Associate Civil Engineer

**PRESENTED BY:** Yazmin Arellano-Torres, P.E., Public Works Director

**SUBJECT:** Payment to the California Department of Transportation for Betterments to City Water and Sewer Improvements in the Vicinity of State Highway 111 Brawley Bypass Phase II in the Amount of \$316,291.07.

**CITY MANAGER RECOMMENDATION:** Authorize Payment to the California Department of Transportation (Caltrans) for Betterments to City Water and Sewer Improvements in the Vicinity of State Highway 111 Brawley Bypass Phase II in the Amount of \$316,291.07.

**DISCUSSION:** Throughout the construction of State Highway 111 Brawley Bypass Phase II, Caltrans constructed betterments to the City's water and sewer infrastructure in the project's vicinity. Such improvements include:

**Water System:**

- Installation of approximately 350 LF of 18" water line under the freeway in the vicinity of Slider Rd. Cost = \$17,000
- Installation of approximately 26 LF of 4" water service and 26 LF of 6" fire service for future. Cost = \$12,000
- Upsize of approximately 575 LF of 6" water line to 12" water line along Shank Rd. Cost = \$5,000
- Restocking fee for unused 2,900 LF of 12" water line. Cost = \$62,164.12

Water Subtotal = \$96,164.12

**Sewer System:**

- Installation of approximately 1,400 LF of 21" sewer line along Best Road for future. Cost = \$169,567.20
- Installation of approximately 590 LF of 8" sewer line east of Old Highway 111/ Cost = \$50,559.75

Sewer Subtotal = \$220,126.95

Total = \$316,291.07

**FISCAL IMPACT:** \$96,164.12 from Water Enterprise Fund Budget FY 12/13

\$220,126.95 from Wastewater Enterprise Budget FY 12/13  
\$316,291.07 Total

**ATTACHMENTS:**

1. Caltrans Letter Dated 11/8/11
2. Caltrans Invoice Dated 7/26/12

## DEPARTMENT OF TRANSPORTATION

DISTRICT 11

4050 TAYLOR STREET, MS-310

SAN DIEGO, CA 92110

PHONE (619) 688-6946

FAX (619) 688-2570

*Flex your power!  
Be energy efficient!*

( November 8, 2011 )

11-IMP-78

E.A.: 167882

UAs: 31771 - Water

31772 - Sewer

Ms. Yazmin Arellano, P.E.  
Director of Public Works  
CITY OF BRAWLEY  
Public Work/City Engineer  
180 South Western Avenue  
Brawley, CA 92227

Ref: Betterment Work Done for the City of Brawley within the Brawley Stage 2 Project.

Dear Ms. Arellano:

The Brawley Stage 2 project has been completed. Below is a listing of the work done on the city's water and sewer lines, considered betterments for the city of Brawley, and the costs to the city for that work.

For the water system:

- Under CCO #23 a 450mm water line was installed along Brawley Beef Road, from 29 meters left of Sta 224+99 "P" line to 80 meters right of Sta 225+02 "P" line. This work cost \$17,000.00.
- Under CCO #38 four meters of 100mm water pipe were installed at two locations off of SR-111 for future water service. Also four meters of 150mm water pipe were installed at two locations off of SR-111 for future fire service. This work cost \$12,000.00.
- A 150mm water line that was in Shank Road east of SR-111 was impacted by the project. Caltrans is responsible for the cost of this relocation. The line was relocated north of its original position, outside of Caltrans right of way, and replaced with 175 meters of 300 mm pipe under CCO #39. The city of Brawley is to pay for the betterment costs of the increased capacity. Normally betterment costs include labor, equipment, tools, and incidentals. For this betterment we are charging for the cost of the pipe size increase only; therefore, the city's cost is \$5,000.00 based on the Charlotte Pipe and Foundry Company pipe cost schedule.
- The original project plans included upgrading of the 150mm water line along the east side of SR-111 to 300mm. Existing field conditions did not require the replacement of this water line. Under CCO #39-S1 the city of Brawley is responsible for the restocking fees for materials purchased and not incorporated into the work by reason of this CCO. The restocking fee is \$62,164.12.

Cost for water betterments:	\$34,000.00
Restocking fee:	+ <u>62,164.12</u>
Total:	<u>\$96,164.12</u>



For the sewer system:

- Along the west side of Best Road a 525mm pipe was installed for future sewer usage. This was a project contract item, Item 115. The city's estimate for this work was \$131,760.00 in a letter dated 5/17/07. The actual cost for the installation was  $428.20\text{M} \times \$396/\text{M} = \$169,567.20$ .
- Under CCO #38 a 200mm pipe, manhole, and cleanouts were installed and a manhole modified on "D" line from Sta 392+35 to Sta 394+15. The cost for this work was \$50,559.75.

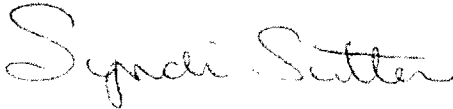
Cost for sewer betterments:        \$220,126.95

Please review the enclosed documentation and let me know if you are in agreement with our calculations. Once this is accomplished I will instruct our accounting department to set up an accounts receivable for a total amount of \$316,291.07.

Also, please invoice the State for any costs incurred by the city for plan review and inspections.

If you need any additional information, please call me at 619-688-6946.

Sincerely,



Syndi Sutter  
Utilities Coordinator  
Right of Way Division

Encls.



Keep this portion for your records

California Department of Transportation  
(800) 404-7787

Outside CA: (916) 227-4227

Your account is more than 30 days past due. If your account remains unpaid, it may be subject to collection activities from a private collection agency.

CITY OF BRAWLEY  
180 S. WESTERN AVE  
BRAWLEY CA 92227

Invoice Number: 13000350  
Invoice Date: 07-26-12

**Due Upon Receipt: \$316,291.07**

Invoice Description

TO BILL THE CITY OF BRAWLEY FOR EA 167882, UA 31771-WATER,  
PID 11\*083/4E3 FOR THE AMOUNT OF \$96,164.12 AND UA  
31772-SEWER, PID 11\*083/4E4 FOR THE AMOUNT OF \$220,126.95.  
THE GRAND TOTAL AMOUNT IS \$316,291.07.

ANY QUESTIONS, PLEASE CONTACT MAGGIE PHUNG AT  
916-227-9032. THANK YOU!

Return this portion with your payment

State of California  
Department of Transportation

Department of Transportation  
ATTN: Cashiering Office  
PO Box 168019  
Sacramento CA 95816-8019

**Make check payable to Department Of Transportation**

To make payment by Visa or Mastercard,  
include your card number, exp. date, and signature:

CITY OF BRAWLEY  
180 S. WESTERN AVE  
BRAWLEY CA 92227

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Amount: \$316,291.0

Invoice Number: 13000350

Signature \_\_\_\_\_


( )  
Daytime Phone \_\_\_\_\_

13000350 000 00000031629107 5

090

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date 09/18/2012

City Manager 

**FROM:**

Prepared by: Yazmin Arellano, Public Works Director.

Presented by: Yazmin Arellano, Public Works Director.

**SUBJECT:** Approve Amendment No. 2 to Contract with Lee and Ro, Inc. for additional extended services associated with the Wastewater Treatment Plant Improvements.

**CITY MANAGER RECOMMENDATION:** Approve Amendment No. 2 to Contract with Lee and Ro, Inc. for additional extended services associated with the Wastewater Treatment Plant Improvements.

**DISCUSSION:**

The City and Lee and Ro, Inc. (Consultant) are signatories to a Contract whereby Consultant is to provide Professional Engineering Services for the design, construction management and inspection services for the improvement project at the City's wastewater treatment plant.

The improvement project at the wastewater treatment plant has been a challenging one. Certain portions of the new constructed improvements were commissioned to enable compliance with the City's discharge (NPDES) permit, minimize additional violations and mandatory minimum penalties from the Regional Water Quality Control Board. These additional violations were impacts by existing industry within the City of Brawley. The WWTP Improvements Project has achieved completion and only a few items of work by Lee and Ro, Inc. remain to properly meet the documentation requirements of ARRA.

The additional fee proposal includes: 1) request for compensation for extended construction support services for the period from May 10, 2012 through final acceptance, and 2) proposal for extended engineering services for on-going support of the facility after final acceptance.

The project has extended well beyond the original project completion date of November 28, 2011. The project has extended nearly 160 working days beyond its original anticipated completion date. Lee and Ro, Inc. has worked diligently to minimize project costs in light of project delays, largely associated with excessive discharge of solids by National Beef. Inspection time was carefully monitored, as well as the time spent by the resident engineer, to minimize overall costs and extend the project budget as far as possible. The project budget was exhausted as of the May 25, 2012 billing. Since that time, Lee and Ro has accumulated over \$40,000 in additional costs to complete its construction support function. The costs are largely associated with resident engineer time, inspection, processing change orders, documenting payrolls, review of Operations and Maintenance manuals, and assembling ARRA documentation which was to have been submitted by the Contractor in the field. The additional costs are directly attributable to delays encountered in the field.

The proposal also includes a detailed scope of work for recommended additional services not covered in the scope of the original contract, but directly related to this project, such as operations assistance; operator training; process optimization; electronic data assistance for the Biolac, Solar Thermal Dryer, and Centrifuge systems; set up and training of automated controls for equipment; assistance with the development of an Asset Management Program for the wastewater plant; warranty coordination and follow up.

It is recommended to approve a \$154,057 amendment to the contract and to extend their contract to June 30, 2013. The proposed fee is reasonable and approval is recommended.

FISCAL IMPACT:        \$154,057 Wastewater Enterprise Fund FY 2012/2013

ATTACHMENTS:

Amendment No. 2  
Lee and Ro, Inc. Letter dated August 31, 2012

**AMENDMENT NO. 2  
TO CONTRACT  
WWTP IMPROVEMENT PROJECT CONSTRUCTION MANAGEMENT SERVICES  
LEE & RO, INC.  
DATE: September 10, 2012**

The Parties to this Amendment No. 2 to the Contract are the City of Brawley (City) and Lee & Ro, Inc. (Consultant).

**RECITALS**

As part of the original Scope of Work, Consultant is to provide Professional Services for WWTP Improvement Project Construction Management Services. Amendment No. 1 consisted of additional consulting services Engineering Services, Construction Support Services, and Inspection Services Associated with the Wastewater Treatment Plant Improvements Project.

Amendment No. 2 consists of Extended Construction Management, additional services for the completion of construction, process assistance at the facility with startup operations, operator training, process optimization, internet data connections, thermal dryer optimization, biosolids management plan, asset management and warranty coordination.

Details for the additional services are further detailed below and on attached Consultant letter dated August 31, 2012 and attached as part of revised scope of work Exhibit 1 and by this reference made a part hereof.

**THE PARTIES AGREE:**

- 1.0 The Scope of Work is revised as follows: The Consultant will provide additional Consulting Services Engineering Services, Extended Construction Management, Process Assistance, Operator Training, Process Optimization, Internet Data Connections, Solar Thermal Dryer Optimization, Biosolids Management Plan, Asset Management and Warranty Coordination associated with the Wastewater Treatment Plant Improvements Project per Exhibit 1.
- 2.0 Additional funds for Consultant to cover the revised Scope of Services shall not exceed \$154,057.00.
- 3.0 The revised maximum amount of the Agreement, which includes the amount of this Amendment, shall not exceed Two Million Five Hundred Thirty Three Thousand Four Hundred Thirty Six Dollars (\$2,533,436.00).
- 4.0 Contract completion date is June 30, 2013.
- 5.0 All other terms, conditions and stipulations contained in the original Contract shall remain in effect.

DATED: \_\_\_\_\_, 2012

**CITY OF BRAWLEY**

By: \_\_\_\_\_  
Rosanna Bayon Moore, City Manager

**LEE & RO, INC.**

By: \_\_\_\_\_  
M. Steve Ro, P.E., President/CEO  
Lee and Ro, Inc.

**ATTEST:**

By: \_\_\_\_\_  
Janet P. Smith, Deputy City Clerk

**CITY OF BRAWLEY**

**EXHIBIT A  
REVISED SCOPE OF WORK**

**WWTP IMPROVEMENT PROJECT CONSTRUCTION MANAGEMENT SERVICES**

**DATE: August 31, 2012**

**Consultant: Lee & Ro, Inc.**

**1.0 General Scope of Work**

The General Scope of Work is for the Consultant is to provide Professional Services for WWTP Improvement Project Construction Management Services.

**2.0 Specific Scope of Work**

2.1 Specific Scope of Work shall be detailed on letter from Consultant dated August 31, 2012, attached herewith and by this reference made a part hereof and on Amendment No. 2 to the Contract.

**3.0 Agreement Representatives**

3.1 City's contact for the purposes of this Agreement will be:

Yazmin Arellano, P.E.  
Public Works Director  
180 South Western Avenue  
Brawley, CA 92227  
Phone: (760) 344-5800 Ext. 19  
Fax: (760) 344-5612  
E-mail: [yarellano@brawley-ca.gov](mailto:yarellano@brawley-ca.gov)

3.2 Consultant's contact for purposes of this Agreement shall be:

**Lee & Ro, Inc.**  
M. Steve Ro, P.E., President/CEO  
1199 South Fullerton Road  
City of Industry, CA 91748-1232  
Phone: (626) 667-5366  
Fax: (626) 912-2015

September 11, 2012

Yazmin Arellano, Public Works Director  
City of Brawley  
383 Main Street  
Brawley, CA 92227

Subject: Fee proposal for Additional and Extended Services for the Brawley WWTP Improvements Project 46608T2

Dear Ms. Arellano:

In accordance with our discussions, LEE & RO is pleased to offer this fee proposal for the extended services associated with the completion of the Brawley WWTP Treatment Plant Project and additional services beyond start-up and commissioning. This proposal covers the extra services for: 1) extended construction support services for the period from May 10, 2012 through final acceptance and 2) additional engineering services for on-going support of the facility after final acceptance.

The project has extended well beyond the original project completion date of November 28, 2011 and beyond the March 16, 2012 date agreed to in late October 2011 (an extension of 76 working days). Change Order 16 extended the contract completion from March 16, 2012 to June 29, 2012, a total of 70 working days, or 107 calendar days. The project has extended 156 working days beyond its original completion date. LEE & RO has worked diligently to minimize project costs in light of project delays which are largely associated with excessive discharge of solids by National Beef. Inspection time was carefully monitored during construction as well as the time spent by the resident engineer to minimize overall costs.

The project budget was exhausted as of the May 25, 2012, which exceeded the contract ceiling by \$2111.50. Only the cost up to the ceiling amount was invoiced. Since that time, LEE & RO has accumulated \$40,398.90 in additional costs to complete its construction support function. The costs are largely associated with resident engineer time, inspection, processing change orders, documenting payrolls, review of O&M manuals, and assembling ARRA documentation submitted by the Contractor at the job site. These additional costs are directly attributable to delays encountered in the field.

Budgets for certain items in the original agreement, such as O&M manual review, process start-up and the preparation of as-built drawings were utilized to support the necessary on-going resident engineering construction management and inspection services. Exhibit 1, titled "Scope of Extended and Recommended Additional Services" details the amount expended in excess of the ceiling since May 2012 and the work remaining. The remaining work includes the production of as-built drawings and issuance of a Notice of Completion. The budget for record drawings in the original contract was \$30,648.00 and we are requesting this task in the extended services. Approximately \$2,000.00 of additional work remains to complete project documentation.

The total requested compensation to complete the current scope of work is \$73,046.90.

Attachment 1 also includes detailed scope of work for Recommended Additional Services not covered in the scope of the original contract. These services include:

- operations assistance,

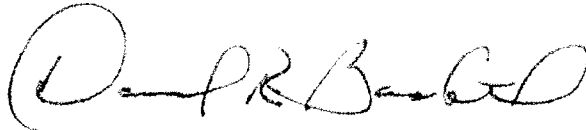
- operator training,
  - process optimization assistance,
  - enabling of internet data downloads for the Biolac® system, Solar Thermal Dryer and Centrifuge Skid,
  - set-up and training of the automated centrifuge controls for process optimization which were supplied with the centrifuge skid package unit (These controls are intended to allow continuous unsupervised operation of the centrifuge, increasing possible hours of operation and reducing required operator time. The system supplied by the manufacturer is above the specification requirements),
  - Assistance with development of an asset management program for the plant and
  - Warranty coordination and follow up.
- Total cost for the Recommended Additional Services is \$81,000.00. The total requested contract change is \$154,047.00 including the Recommended Additional Services. The detailed scope of work is in Attachment 1 and costs are summarized in the Fee Worksheet (Exhibit 2).

We appreciate the opportunity to work for the City on this challenging project. LEE & RO looks forward to a continued relationship with the City in assuring the project's long term success.

Please call if you have any questions or comments.

Sincerely,

LEE & RO, Inc.



David R. Bachtel, P.E.  
Managing Engineer

Encl:

CC: M. Steve Ro, L&R



## **EXHIBIT 1**

### **Scope of Extended and Recommended Additional Services**

#### **Brawley WWTP Improvements Project**

##### **EXTENDED CONSTRUCTION MANAGEMENT**

The Wastewater Treatment Plant Improvements project was originally required to be completed 500 days after the Notice to Proceed (issued on December 7, 2010), which would have been November 28, 2011. The final phase of construction was to begin in early September, 2011. Delays to the project were encountered due to high solids discharged into the Brawley sewer system by National Beef, which filled a lagoon, reducing wastewater treatment to unacceptable levels. The lagoon, needed to be drained for the final phase of construction was bypassed and the construction was re-sequenced to complete secondary treatment facilities as quickly as possible to prevent further effluent discharge violations. The re-sequencing of the work and the additional time and effort necessary to remove accumulated sludge from the lagoon were resolved with the Contractor receiving a contract extension through March 9, 2012. This was based on the additional time required to dredge accumulated solids from Lagoon S-1 to allow construction to start on the storm water flow equalization basin. The time extension also allowed the Contractor to complete other work later in the project than initially required in order to accommodate earlier completion of the secondary treatment facilities.

The re-sequencing of the work impacted LEE & RO's construction management activities. Most work was initially required to be finished by late September, with the final phase completed in October and November of 2011. The beginning of the final construction phase required draining and drying of Lagoon S-1, which had filled earlier. It was anticipated that little construction support would be required during the drying phase of the work. The re-sequencing ultimately meant that work some portions of the plant was spread out by the Contractor and continued throughout construction, requiring additional resident engineering time, in comparison with the originally scheduled work phases. A change order to the contractor was extending the date of completion to March 9, 2012 was agreed to by the City in October, 2011.

LEE & RO had been earlier issued a change order to its contract in October, 2011 (Change Order No. 1) providing \$166,000 to cover additional work performed through October of 2011. This change order did not anticipate events which occurred from November 2011 through July, 2012.

Removal of solids from the S-1 basin began in October, 2011 and extended through November 2011. Negotiations with the Contractor regarding delays associated with the filled lagoon committed the City to leave no more than 12 inches of sludge in the bottom of the lagoon. In fact, approximately three feet were remaining when the dredging company left the site. The Contractor unsuccessfully attempted to pump the sludge into the adjacent lagoon. The deeper sludge level remaining in the lagoon and the change of seasons for drying the sludge from late summer to winter had a major impact on the time required to clean the pond to enable the last phase of construction. LEE & RO and the City pressured the Contractor regularly to maximize its efforts in preparing the lagoon for the final phase of construction. Removal of dried solids from the lagoon was begun in May, 2012 after intense negotiations with the Contractor, and the construction was largely completed by the end of June, 2012. Work on punch list items continued intermittently through July and August.

During the first half of 2012, the Contractor worked on completing construction work, including the administration/operations building and the SCADA system. Solids dewatering and the solar greenhouse

were placed into service before final acceptance of the equipment in order to operate the facility before all work was complete in order to meet permit requirements. Most punch list work was completed at the time that the final Phase 4 work was completed. The Contractor received a time extension for 107 additional days beyond the March 9, 2012 date, through June 29, 2012. Overall delay to the project was approximately 156 working days.

LEE & RO has provided resident engineering, operations and construction support throughout the extended construction contract period. This was accomplished by minimizing inspector and on-site resident engineer time as much as possible without compromising the quality of the work. Budgets allocated for other tasks were utilized to support the on-site resident engineer and clerical activities. As a result, the budget for the project was exceeded in May 2012.

This request, in the amount of \$73,046.90, is to cover the additional costs incurred in the field and the remaining tasks for project completion which include: issuance of Notice of Completion, final organization of project documentation and preparation of as-built drawings as itemized in Exhibit 2.

### **RECOMMENDED ADDITIONAL SERVICES**

Completion construction of the project provides the City with an operational facility, but not necessarily one which will operate reliably long into the future. In order for the City to accomplish the goal of fully realizing the potential of this facility, the following additional services are recommended.

#### **Process Assistance**

The processes at the facility have undergone start-up activities and are generally functioning well. However, occasionally, process upsets may occur as a result of changes in influent characteristics or unanticipated equipment failure.

LEE & RO will provide process assistance at the request of the City on an as-needed basis, not to exceed \$5000.00

#### **Operator Training**

Operators have received training on the process equipment as a part of the start-up process. This training is usually provided prior to actual operation of the equipment, and before the operators have become familiar with the general equipment and process operation. Typically, operators will not remember all of the instruction provided and will operate equipment in a manner that meets minimum requirements, but which does not take advantage of the full equipment or process capabilities. Re-training after the operations staff has operated the processes and equipment for some time will allow identification of operational misconceptions and often will identify unique problems experienced by the plant which are not covered by general instruction. Retraining early in the life of the facility will prevent the institutionalization of misinformed operation and will be much more effective than the training provided at or before start-up.

LEE & RO proposes to organize and attend new training classes for the Biolac® process, the process air compressors (HIS) and the package centrifuge system (Alfa Laval). In addition, LEE & RO will prepare training classes, including materials, on overall plant operation and process performance documentation. Cost of manufacturer representatives not included.

This work will be performed on a time and material basis, not to exceed \$8,000.

## **Process Optimization**

The Biolac® process, sludge handling (thickening and dewatering) and the solar thermal dryer (solar greenhouse) are all processes which will benefit from process optimization. LEE & RO will work with the Operations staff to develop optimized operation of the various processes. The Biolac® process needs to be optimized for maximum reliability in meeting effluent requirements while also minimizing power consumption. The optimization process involves determining the optimum mixed liquor suspended solids, dissolved oxygen probe placement, dissolved oxygen levels, Wave-Ox configuration, return sludge flow and sludge wasting. Seasonal operational variations, including changes in mixed liquor solids will be identified to optimize the process for both summer and winter time conditions. This work will be conducted when the National Beef wastewater discharge has stabilized.

Sludge handling (thickening and dewatering) will be optimized to reduce the overall cost of sludge disposal and to determine the most reliable modes of operation. Gravity thickener and centrifuge dewatering will be monitored to identify seasonal variations. Centrifuge operation may be varied from hot summer to cooler winter time conditions. The greenhouse dryer has greatest capacity for drying in the summer and the least capacity in the winter. Moisture conditions in the dewatered sludge and the drying time may affect pathogen reductions. These factors will be considered in developing operational configuration recommendations.

Solar greenhouse operation will be optimized to assure adequate drying capacity throughout the year. Items which will be considered will include required cake solids from the dewatering process, minimum drying times, dried sludge storage and movement of material from outside to inside the greenhouse. Materials handling equipment will be reviewed and recommendations will be made for an efficient materials handling approach. This work will be coordinated with the Biosolids Management Plan discussed below.

This work will be performed on a time and material basis, not to exceed \$12,000.

## **Internet Data Connections**

The Parkson Biolac® process controls, the Alfa Laval centrifuge skid and the Parkson Thermo Systems Dryer systems may be configured with external modems which allow data from them to be accessible by the manufacturer from remote locations. This would allow process and equipment troubleshooting from offsite, allowing improved service at significantly reduced cost for the City. Potentially, equipment condition, operating history, maintenance recommendations and software upgrades/fixes would be enabled remotely, eliminating the need for expensive field service visits. The manufacturers of this equipment actively promote the use of this approach. It may be possible to do periodic satellite downloads for a monthly subscription fee which would eliminate the need for wired interfaces. Hardware and programming are to be provided by the equipment manufacturers (estimated to cost less than \$10,000.00) and are not included in the fee. LEE & RO will assist with installation inspection and start-up.

This work will be performed on a time and material basis, not to exceed \$6,000.00

## **Automated Centrifuge Controls**

The centrifuge is equipped with Alfa Laval's automated control system called "Octopus". This system incorporates the centrate turbidity monitoring which was specified for the centrifuge skid package. It also includes feed solids measurement and automated control of the centrifuge to optimize its operation based on the economics of cake disposal. These controls are intended to allow continuous unsupervised operation of the centrifuge, increasing possible hours of operation (and therefore, daily capacity), and

reducing required operator time. The supply of this system was above and beyond the specification requirements. LEE & RO will coordinate the programming, start-up and documentation of the Octopus system, and provide long term guidance and support in its use. The services of Alfa-Laval will be used to the extent economically feasible, and will be charged directly to the City. Original estimates for manufacturer services were \$10,000. This number is currently being revised. LEE & RO will update an earlier proposal from Alfa-Laval for start-up of the Octopus system and oversee the programming and start-up training and provide follow up assistance. LEE & RO will update documentation from Alfa Laval, including recording equipment settings, provide follow-up training assistance and operational advice and interface with Alfa-Laval on start-up, warranty and maintenance items. LEE & RO will provide a written report to the City which summarizes start up activities and evaluates the performance and cost effectiveness of the system. LEE & RO will prepare a presentation for the CWEA reporting on the experience of the City in starting up the system at no cost to the City.

This work will be performed on a time and materials basis, not to exceed \$9,500.00.

### **Solar Thermal Dryer Optimization/Biosolids Management Plan**

The Parkson Thermo Systems solar dryer was procured on the basis of the production of Class A EQ biosolids for use by the City as a soil amendment on parks, landscaping and other public property owned by the City. Parkson is committed to the production of Class A biosolids. Several greenhouse runs have been done, and some issues regarding solids management remain to achieve that goal. Initial treatment can produce high quality sludge, but problems have arisen regarding regrowth of indicator bacteria during storage. Additional work remains to be done to identify a repeatable procedure for producing Class A biosolids which are suitable for unrestricted application. LEE & RO proposes to work with Parkson and the City to identify consistent repeatable procedures for drying sludge in the greenhouse and for controlling the application of the sludge in the City. LEE & RO will develop a biosolids management plan which describes the operational procedures necessary to produce and store Class A EQ biosolids and which also prescribes the procedures to be followed in distributing and applying the solids. Templates for the documentation to be generated to meet SWRCB reporting requirements will be developed and included. LEE & RO will work with the City to identify the organizational structure necessary for implementation of the plan. A final biosolids management plan meeting the requirements of the current NPDES permit will be produced acceptable for submission to the RWQCB.

This work will be performed on a time and material basis, not to exceed \$30,500.00.

### **Asset Management**

Proper maintenance management of the wastewater treatment plant facility is critical to the long term success of this project. The City has procured a web based asset management program to assist in initiating and documenting maintenance activities. LEE & RO proposes to work with the third party software/system manager to develop the equipment maintenance database to enable use of the asset management system. LEE & RO will provide equipment lists and specific maintenance intervals and requirements for each piece of equipment in the plant, as well as spare parts requirements and inventory information to the iWorq technicians for loading into the program. Initial spare parts inventories will be generated by LEE & RO and will be verified by plant operations staff prior to loading into the system.

This work will be performed on a time and material basis, not to exceed \$2,500.00.

## **Warranty Coordination**

Warranty follow up is one of the most difficult post construction activities. It is difficult for the operations staff to determine whether a problem is covered under warranty (or is normal wear and tear) and whether a design change is needed to fix it. Also, existing customers often do not have the same influence with vendors as specifying engineers, since we influence future sales of the equipment supplied by vendors. LEE & RO proposed to provide on call warranty assistance for the Wastewater Treatment Plant. Services will include interfacing with the Contractor and the equipment vendors when necessary, assisting in pursuing legitimate warranty claims and providing opinions regarding the legitimacy of warranty claims. By filtering out frivolous claims the legitimacy of claims made will be enhanced and service will be improved. If LEE & RO determines that equipment failures are the result of improper maintenance or equipment abuse, LEE & RO will provide guidance for operation and/or maintenance improvements to avoid similar failures in the future.

This work will be performed on a time and material basis, not to exceed \$7,500.00.

**EXHIBIT 2: FEE WORKSHEET**  
**Wastewater Treatment Plant Improvement**  
**Extended and Recommended Additional Services**

ID	Project Task	HOURS PER LABOR CATEGORY AND BILLING RATE (\$/HR). SEE BILLING RATE SCHEDULE FOR LABOR CLASSIFICATION.											Total labor Hours	Labor Cost (\$)	Sub-consultants (\$)	Other Direct Costs (ODCs)	TOTAL FEES (\$)
		E8	E5/F5	E4	E3/F3	FS2	T6	T4	A3	A1							
		\$208	\$145	\$130	\$117	\$103	\$117	\$95	\$81	\$59							
	C.O. 2 Change Order 2																
	Task 1 Extended Services																
1.1	Extended Field Services	20	172	4	0	8	0		13	138.5			355.5	\$39,669	\$730		\$40,399
1.2	As-built drawings	8	40	50	0	0	40	120	8	0			266	\$30,692			\$30,648
1.3	Project Close-out	4	8	0	0	0	0		1	0			13	\$2,073			\$2,000
	Subtotal Extended Services	32	220	54	0	8	40	120	22	138.5			634.5	\$ 72,434	\$730	\$0	\$73,047
	Task 2 Recommended Additional Services																
Task 2.1	Process Assistance	6	16	12										\$5,000			\$5,000
Task 2.2	Operator Training	8		24	24	0			4				60	\$8,000			\$8,000
Task 2.3	Process Optimization	8	16	60									84	\$12,000			\$12,000
Task 2.4	Internet Data Connections	2	24	16	0	0							42	\$8,000			\$6,000
Task 2.5	Automated Centrifuge Controls	16		32	16								64	\$9,500			\$9,500
Task 2.6	Solar Thermal Dryer Class A EQ/Biosolids Management Plan	24	24	140	24				8				220	\$30,500			\$30,500
Task 2.7	Asset Management	2		16	0	0							18	\$2,500		\$0	\$2,500
Task 2.8	Warranty Coordination	8		42								8	58	\$7,500		\$0	\$7,500
	Subtotal Additional Services	74	80	342	64	0	0	0	12	8			546	\$81,000	\$0	\$0	\$81,000
	Total, Change Order No. 2	106	300	396	64	8	40	120	34	146.5			1180.5	\$ 153,434	\$ 730	\$ -	\$ 154,047

102



Prepared As of: 09-11-12

103



# RECORD OF BUILDING PERMITS August 2012

Prepared by: Francisco Soto, Building Official

Prepared As of: 09-11-12

DATE ISSUED	PERMIT NUMBER	PERMIT DESCRIPTION	ASSESSOR PARCEL NUMBER	ADDRESS	OWNER	ISSUED TO	COST OF IMPROVEMENTS